Cedar corporation

engineering | architecture | environmental | surveying
landscape architecture | planning | economic development

715-235-9081
920-491-9081
800-472-7372
FAX 920-491-9020
www.cedarcorp.com

MEMO

DATE:	February 25, 2026
TO:	Town of Troy Plan Commission
FROM:	Robert Jones
REGARDING:	Farm Plan / Rezone / CSM – Michele Riedel – PID 040-1000-50-000 & 040-1000-60-001

1. BACKGROUND INFORMATION

The applicant, Michele Riedel, requests Plan Commission review of three coordinated actions:

1. Farm Plan approval under Town Code Chapter 135;
2. Rezoning of the parcel from Exclusive Agricultural (AG) to Agricultural Residential (AG-RES); and
3. Certified Survey Map (CSM) approval constituting a minor subdivision.

The impacted property consists of approximately 75.1-acres which is proposed to be encumbered by a Farm Plan conservation easement and then rezoned from AG to AG-RES.

The subdivision would then propose creating a 5.322-acre Lot 2 and a 69.760-acre Lot 3 both fronting Tower Road approximately one quarter mile west of Boundary Road.

<u>Materials submitted include:</u>

- A Rezoning and Whole Farm Plan Map (dated January 26, 2026)
- Draft Conservation Easement (received February 25, 2026)
- Certified Survey Map, (dated January 26, 2026)

2. PROPOSAL SUMMARY

The application proposes:

- A 40/60 Farm Plan establishing allowable density and preservation areas.
    - encumbering approximately 75.1 acres overall
    - quantifying 17 total development rights
- A rezoning from AG to AG-RES to allow the creation of a residential lot consistent with the Farm Plan;
- A CSM creating:
    - Lot 2 (~5.3 acres) – containing a new building site
    - Lot 3 (~69.8 acres) – to remain in agricultural (wooded) use,

3. REVIEW COMMENTS

1. Farm Plan

Chapter 135 requires a Farm Plan to:

- protect prime agricultural land through permanent conservation;
- direct non-agricultural development to areas less suitable for farming; and
- establish proportionality (40/60 or 50/50) for residential density and development rights.

The draft Conservation Easement, prepared by the Town Attorney, will encumber the entire 75.1-acre property. The easement regulates permitted uses and quantifies available development rights as fifteen (15) residential lots and two (2) farmette lots. It allows for future Town approvals to create additional lots primarily from Lot 3. While the easement does not prohibit future reconfiguration of the parcels, any such changes would require cooperation from all affected property owners and Town approval. The easement also allows, subject to Town approval, for the receipt of up to seventeen (17) additional development rights.

The draft Conservation Easement is intended to be recorded concurrently with the CSM and will permanently regulate subdivision potential, density, permitted uses, and allowable future transfers of development rights.

2. Rezoning Evaluation (AG to AG-RES)

A formal public hearing has been noticed and scheduled for March 5, 2026.

Town Code §135-8.F provides that once a Farm Plan has been approved by the Town Board, the Town should generally support related rezoning and subdivision requests that are consistent with that plan.

> *Landowners who submit a Farm Plan that fully conforms to this Article, who obtain approval of the Farm Plan by the Town Board and who request Town rezoning, nonagricultural development site plan or residential subdivision approvals based on the specific terms of an approved Farm Plan shall receive rezoning approval from the Town for the stated development purpose of the Farm Plan and Town approval of an application for any related subdivision of land or site plan prepared in conformity with the Farm Plan under all but the most unusual circumstances.*

Rezoning out of the Exclusive Agricultural District is allowed when a Farm Plan compliant with Chapter 135 is first approved (§170-X.3). Approval requires findings that:

1. The land is better suited for a non-AG use;
2. The change is consistent with the Comprehensive Plan;
3. The change is consistent with the County Farmland Preservation Plan;
4. Surrounding agricultural uses will not be impaired.

3. Certified Survey Map (Minor Subdivision)

The CSM depicts:

- Lot 2 (5.322 acres total / 5.001 acres net);

- Lot 3 (69.760 acres total / 69.072 ac. net);
    - No Driveway location is shown. We recommend either: a note designating the parcel is not to be used for residential purposes; or a legal driveway location be designated
- Required building setbacks (50-ft sides/rear and 150-ft front), matching AG-RES standards;
- A note should be added referencing the encumbrance of the conservation easement.
    - EXAMPLE CONSERVATION EASEMENT NOTE: This Certified Survey Map and the lots shown hereon are subject to a Farm Plan Conservation Easement in favor of the Town of Troy, approved in conjunction with this CSM and to be recorded concurrently with the recording of this CSM. Said Conservation Easement runs with the land, restricts subdivision and development, and shall govern future land division and use of the subject property.

4. POSSIBLE MOTIONS

Farm Plan Recommendation

The Plan Commission finds that the Farm Plan submitted by Michele Riedel conforms to Chapter 135 and recommends approval to the Town Board with the following contingencies:

1. The Certificate of Trust shall be executed to authorize the applicant to act under the Trust Agreement
2. The Conservation Easement shall be executed by the Grantor and any mortgage holders prior to Town Board action.
3. The Town Chairperson and Clerk/Treasurer are authorized to certify Town approval of the Conservation Easement and all related Farm Plan documents.

Rezoning Recommendation

The Plan Commission, upon hearing from the public, finds that the subject land is better suited for residential use within the AG-RES District, that the request is consistent with the Town of Troy Comprehensive Plan, and that the rezoning will not impair adjacent agricultural uses. Therefore, the Plan Commission recommends that the Town Board approve the rezoning from AG to AG-RES, subject to the Town Board approving the project Farm Plan.

CSM Recommendation

The Plan Commission finds that the Certified Survey Map dated January 26, 2026, meets the requirements of Chapter 135 and recommends approval to the Town Board with the following contingencies:

1. The CSM is revised to include the driveway location, or development prohibition, for Lot 3
2. The CSM is revised to include a note referencing the encumbrance of the Conservation Easement
3. Approval of the Farm Plan and rezoning as described above;
4. Recording of the Conservation Easement concurrently with the CSM;
5. Authorization for the Town Chairperson to sign the CSM on behalf of the Town.

Possible Motion to Table

The Plan Commission moves to table action on the requested Farm Plan / Rezoning / Certified Survey Map to a future meeting in order to allow for additional review, clarification, and/or receipt of supplemental information.

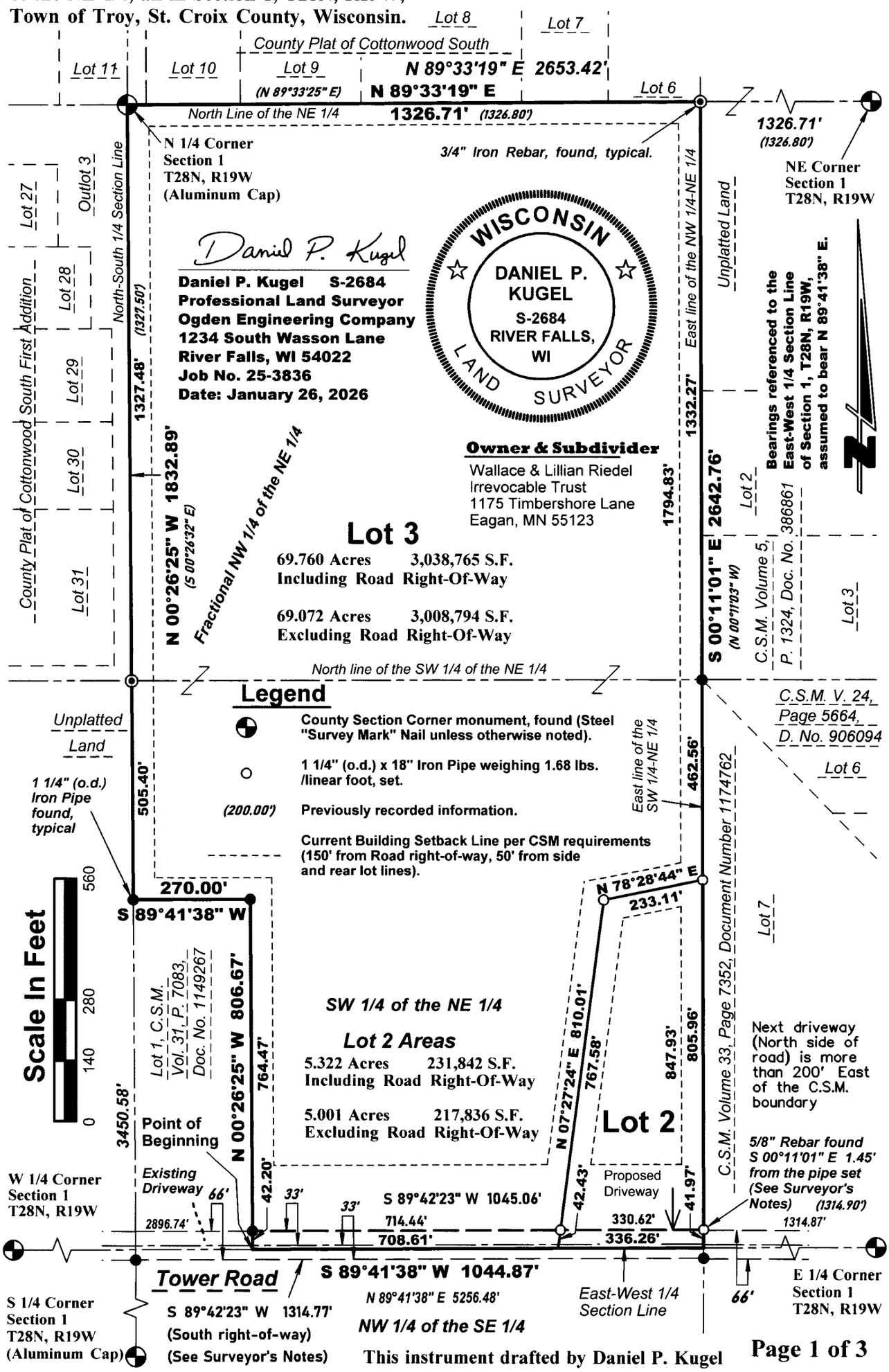
5. ATTACHMENTS

1. January 26, 2026 CSM
2. Aerial photo site map with topographic contours
3. Current Zoning / Conservation Easement map
4. Comprehensive Plan Future Land Use map
5. Farm Plan
6. Draft Conservation Easement

6. SITE MAP EXHIBITS #1-4

Certified Survey Map

Located in the SW 1/4 of the NE 1/4 and the Fractional NW 1/4 of the NE 1/4, all in Section 1, T28N, R19W, Town of Troy, St. Croix County, Wisconsin.



This instrument drafted by Daniel P. Kugel

Certified Survey Map

Located in the SW 1/4 of the NE 1/4 and the Fractional NW 1/4 of the NE 1/4, all in Section 1, T28N, R19W, Town of Troy, St. Croix County, Wisconsin.

Surveyor's Certificate

I, Daniel P. Kugel, Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped this Certified Survey Map located in the SW 1/4 of the NE 1/4 and the Fractional NW 1/4 of the NE 1/4, all in Section 1, T28N, R19W, Town of Troy, St. Croix County, Wisconsin., and is described as follows: Commencing at the W 1/4 Corner of said Section 1; thence N 89°41'38" E (Bearings referenced to the East-West 1/4 Section Line of said Section 1, assumed to bear N 89°41'38" E) 2896.74' along said East-West 1/4 Sectio Line to the Point of Beginning; thence N 00°26'25" W 806.67' along the East line of Lot 1 of the Certified Survey Map recorded in Volume 31, Page 7083, Document Number 1149267; thence S 89°41'38" W 270.00' along the North line of said Lot 1; thence N 00°26'25" W 1832.89' along the North-South 1/4 Section Line of said Section 1 to the N 1/4 Corner of said Section 1; thence N 89°33'19" E 1326.71' along the North line of said NE 1/4; thence S 00°11'01" E 2642.76' along the East line of said Fractional NW 1/4 of the NE 1/4 and along the East line of said SW 1/4 of the NE 1/4; thence S 89°41'38" W 1044.87' along said East-West 1/4 Section Line to the Point of Beginning.

This parcel contains 75.083 acres, more or less, being 3,270,607 square feet, more or less, including road right-of-way and 74.073 acres, more or less, being 3,226,629 square feet, more or less, excluding road right-of-way. Subject to all easements, restrictions, conditions and covenants of record.

I certify that I have made such survey, land division and Certified Survey Map by the direction of the owners of said land, that such map is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made, and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the subdivision rules and regulations of St. Croix County and the Town of Troy in surveying, dividing and mapping the same.

Date: January 26, 2026

Daniel P. Kugel

Daniel P. Kugel S-2684 Job No. 25-3836
Professional Land Surveyor
Ogden Engineering Company
1234 South Wasson Lane
River Falls, Wisconsin 54022

Owners & Subdividers
Wallace & Lillian Riedel
Irrevocable Trust
1175 Timbershore Lane
Eagan, MN 55123

St. Croix County Note

Each parcel shown on this map is subject to State, County and Township laws, rules and regulations (i.e., wetlands, minimum lot size, access to parcel, etc.). Before purchasing or developing any parcel contact the St. Croix County Community Development Department and the Town of Troy.

Town of Troy Approval

This map has been approved by the Town of Troy.

Date _____ Town Representative _____

Surveyor's Notes

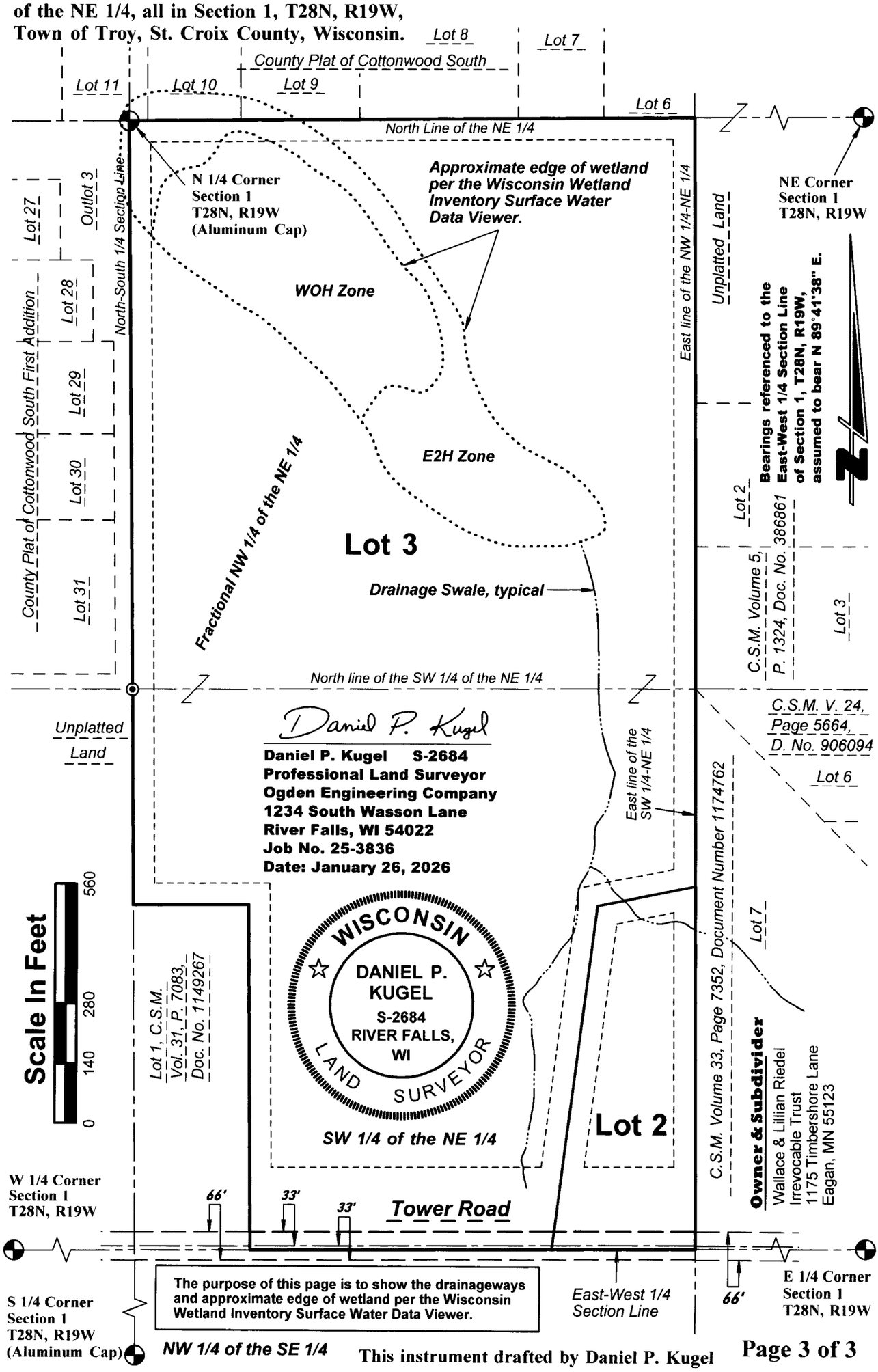
When creating Lot 1 for the C.S.M. recorded in Volume 31, Page 7083, Document Number 1149267, I found a survey signed by Douglas Zahler for the NW 1/4 of the SE 1/4 of Section 1 (directly South of this property) and dated 8/29/2005. I found the iron pipe set for this survey along the South right-of-way of Tower Road. I used this to establish my road right-of-way for that C.S.M. and also for this one. However, there is a C.S.M. directly East of our subject property (Volume 33, Page 7352, Document Number 1174762) - also signed by Douglas Zahler. This C.S.M. shows the right-of-way East of our subject property.

The problem is - if you add up the right-of-way distances from said survey and the latter C.S.M., they do not add up to 66.00' - they add up to 64.55'.

This is the reason I show a new iron pipe being set North of an existing rebar - so we have a monumented 66' of right-of-way within our C.S.M., based on the South right-of-way line established in said survey map.

Certified Survey Map

Located in the SW 1/4 of the NE 1/4 and the Fractional NW 1/4 of the NE 1/4, all in Section 1, T28N, R19W, Town of Troy, St. Croix County, Wisconsin.

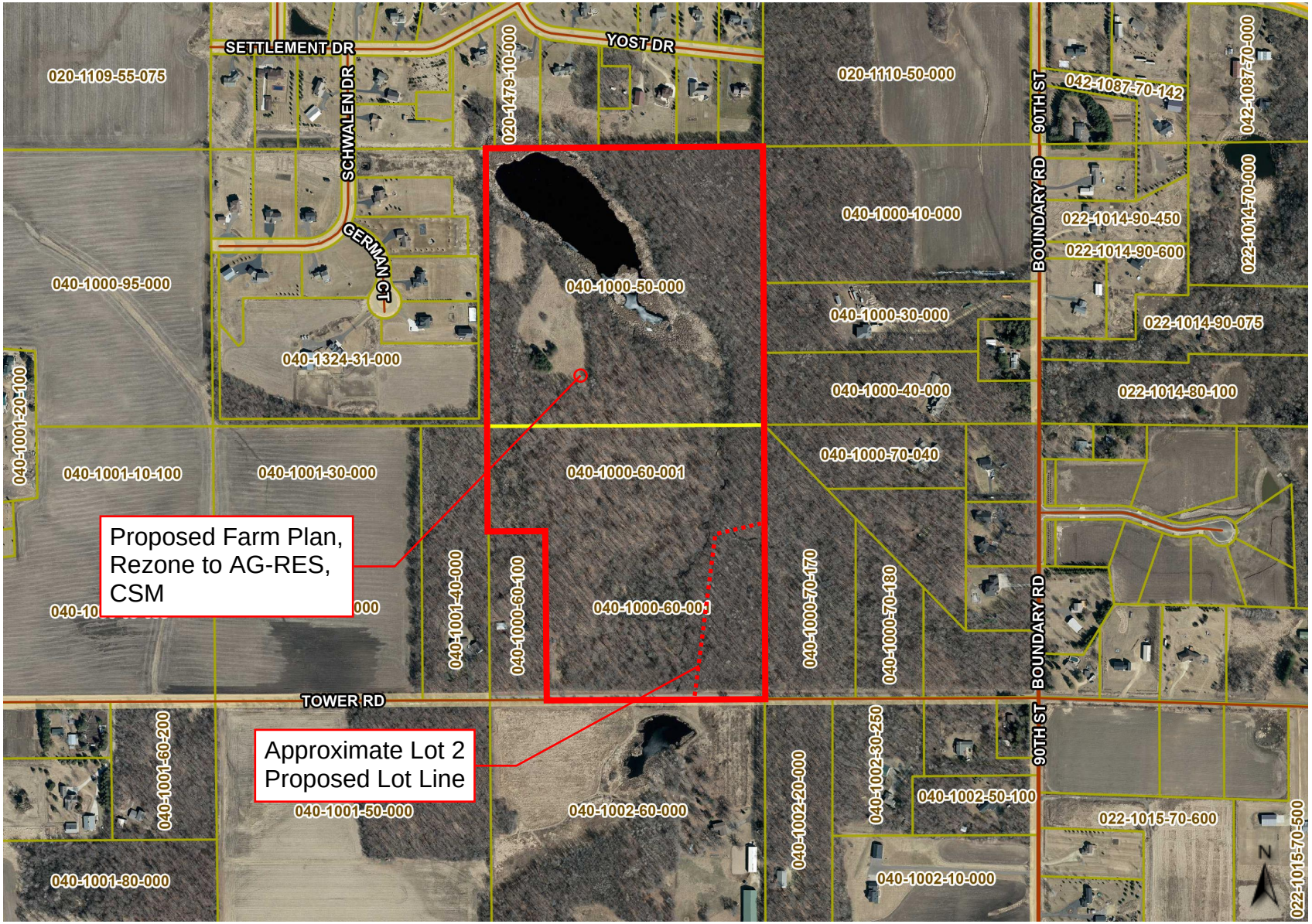


The purpose of this page is to show the drainageways and approximate edge of wetland per the Wisconsin Wetland Inventory Surface Water Data Viewer.

This instrument drafted by Daniel P. Kugel

St. Croix County, WI

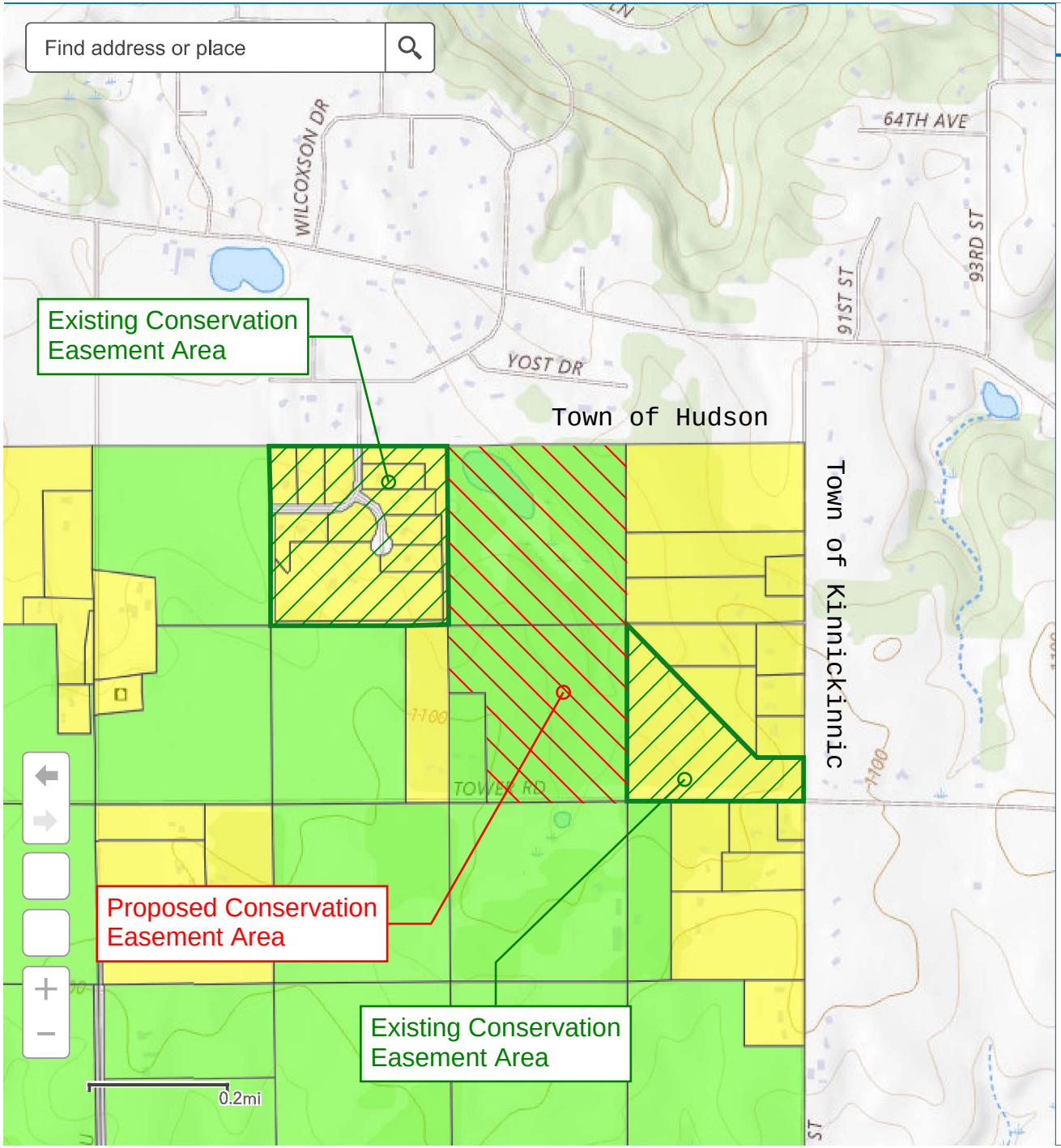
Riedel CSM
Town of Troy
Existing Aerial Photo
February 24, 2026



- County Roads
- Local Roads
- Parcels
- Parcel Numbers
- ROW

Zoning Districts

Town of Troy



Legend

Conservation Easements

LECR Overlay

Parcel Boundaries

Zoning 2024

- Ag-Residential
- Traditional Residential
- Agricultural
- Traditional Commercial
- General Retail and Service Commrecial
- ETZ Boundary
- Conservation
- ROW

Generalized Future Land Use

Town of Troy

St. Croix County, Wisconsin

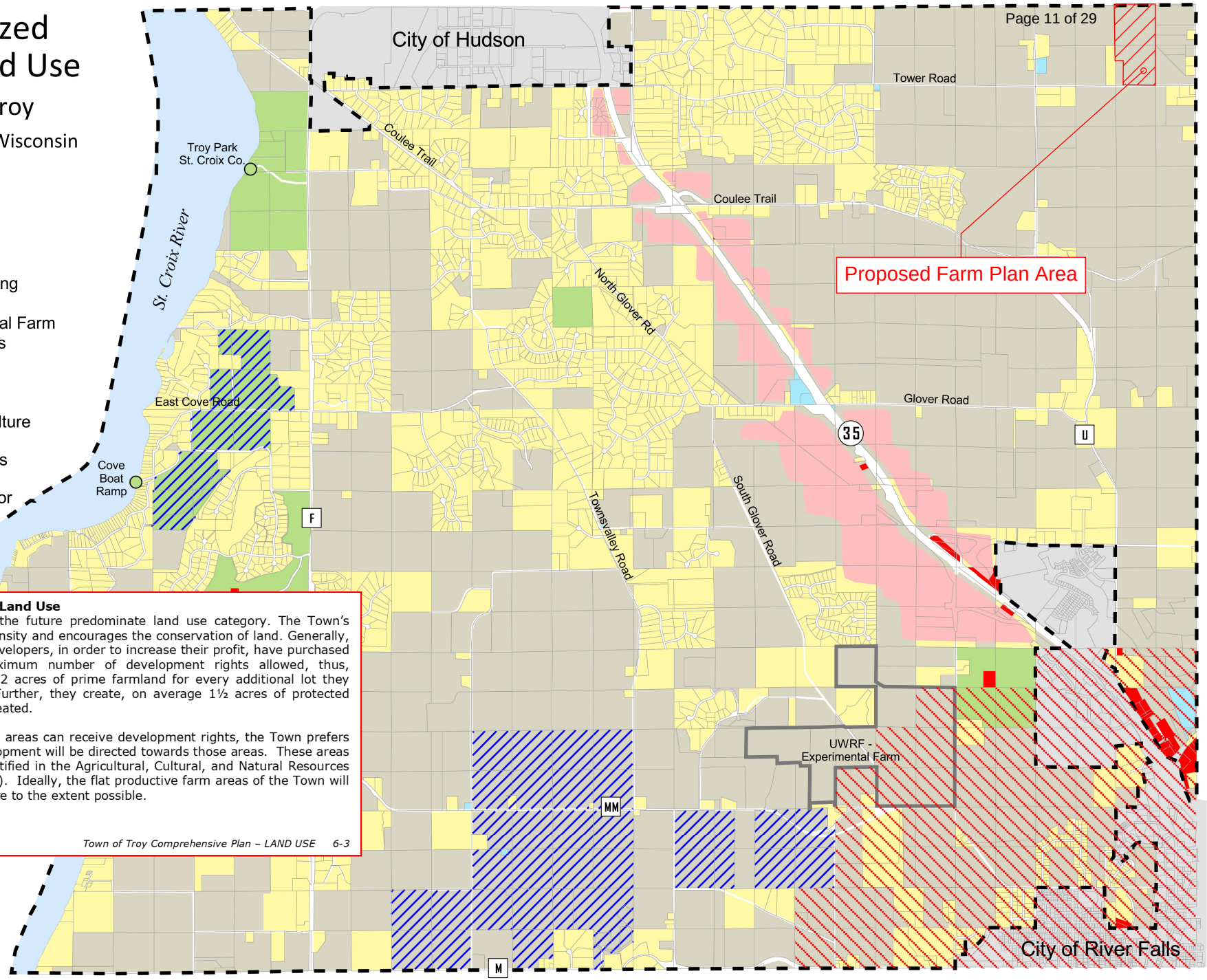
Map 6-2

LEGEND

- Town Boundary
- Extraterritorial Zoning
- St. Croix River
- UWRF-Experimental Farm
- TDR Sending Areas
- Adjacent Cities

Future Land Use

- Residential- Agriculture
- Institutional
- Parks/Natural Areas
- Commercial
- Commercial Corridor
- Residential



Residential-Agriculture Land Use

Residential-Agriculture is the future predominate land use category. The Town's TDR program regulates density and encourages the conservation of land. Generally, most major subdivision developers, in order to increase their profit, have purchased and transferred the maximum number of development rights allowed, thus, permanently protecting 4.2 acres of prime farmland for every additional lot they were allowed to create. Further, they create, on average 1½ acres of protected open space for each lot created.

Because hilly and forested areas can receive development rights, the Town prefers that new residential development will be directed towards those areas. These areas have been previously identified in the Agricultural, Cultural, and Natural Resources Chapter (Map 2-2 and 2-8). Ideally, the flat productive farm areas of the Town will be preserved for agriculture to the extent possible.

Town of Troy Comprehensive Plan – LAND USE 6-3

N W E S

Cedar corporation

Notes: The TDR Sending Areas and related conservations easements are as of 3/2014. There will be additional Sending Areas as agricultural land is developed.

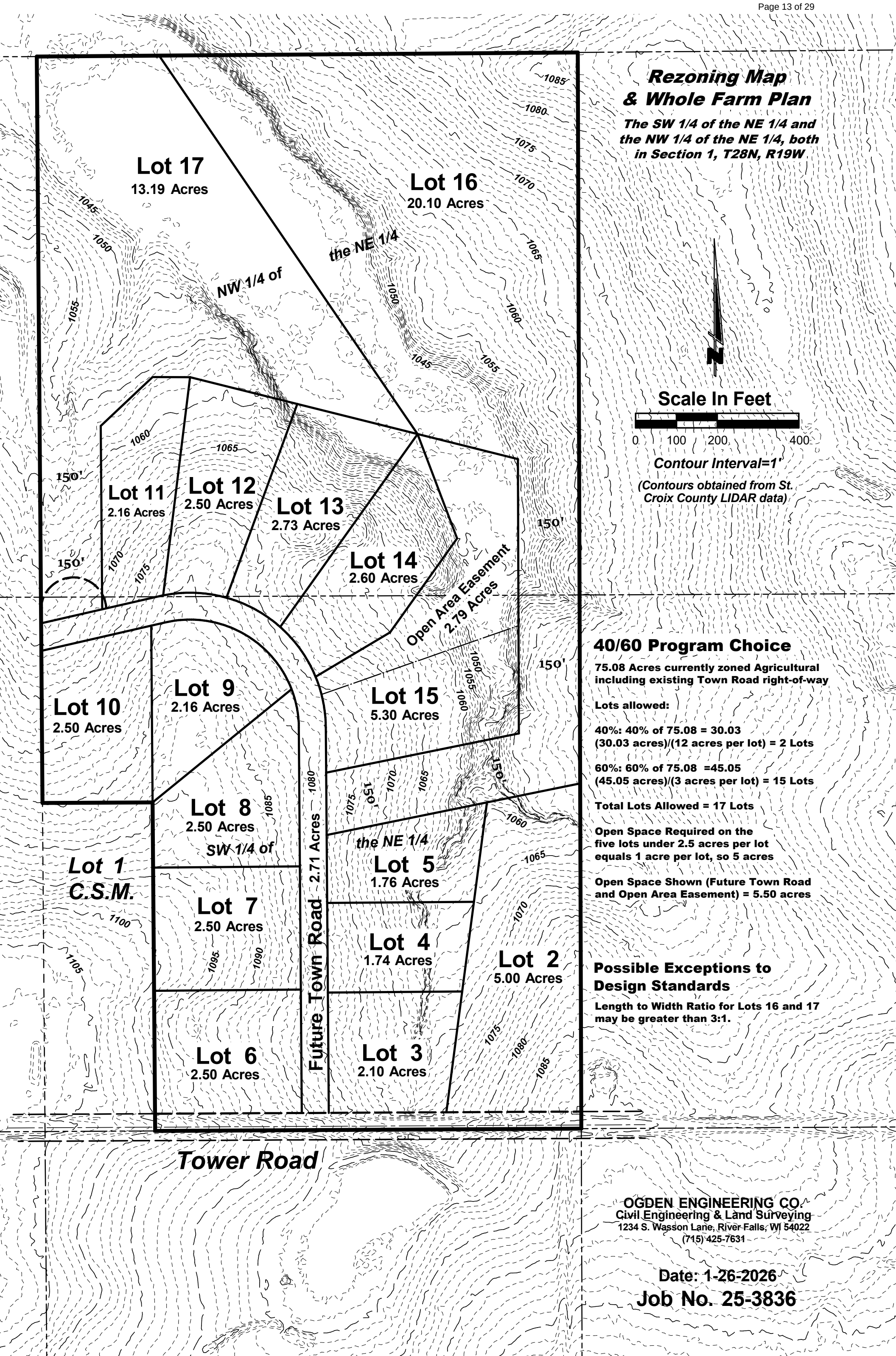
0 2500 5000 7500 Feet

Source: Town of Troy and Cedar Corporation 2014

7. SUBMITTED FARM PLAN EXHIBIT #5

Rezoning Map & Whole Farm Plan

The SW 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4, both in Section 1, T28N, R19W



40/60 Program Choice

75.08 Acres currently zoned Agricultural including existing Town Road right-of-way

Lots allowed:

40%: 40% of 75.08 = 30.03
(30.03 acres)/(12 acres per lot) = 2 Lots

60%: 60% of 75.08 =45.05
(45.05 acres)/(3 acres per lot) = 15 Lots

Total Lots Allowed = 17 Lots

Open Space Required on the five lots under 2.5 acres per lot equals 1 acre per lot, so 5 acres

Open Space Shown (Future Town Road and Open Area Easement) = 5.50 acres

Possible Exceptions to Design Standards

Length to Width Ratio for Lots 16 and 17 may be greater than 3:1.

OGDEN ENGINEERING CO.
Civil Engineering & Land Surveying
1234 S. Wasson Lane, River Falls, WI 54022
(715) 425-7631

Date: 1-26-2026

Job No. 25-3836

8. DRAFT CONSERVATION EASEMENT EXHIBIT #6

CONSERVATION EASEMENT

Peggy A. Riedel and Michele K. Thompson Riedel, Co-Trustees of the Wallace R. Riedel and Lillian M. Riedel Irrevocable Trust (hereinafter referred to as "Grantor") for itself and its successors and assigns, hereby grants and conveys to the Town of Troy, St. Croix County, Wisconsin, its successors and assigns, (hereinafter referred to as "Grantee"), a perpetual restriction, to be known as a conservation easement, on the uses and subdivision that can henceforth take place on 75.082 acres of the Grantor's real property, referred to as "the subject property" and more fully described as follows:

> The West Half of the Northeast Quarter (W ½ of NE ¼) of Section 1, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, EXCEPT Lot 1 of Certified Survey Map filed March 1, 2022, in Vol. 31 of C.S.M., pg. 7083, as Doc. No. 1149267 located in part of the Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼) of Section 1, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin.
>
> This parcel contains 75.082 acres, more or less, being 3,270,607 square feet more or less, including road right-of-way. Subject to all other easements, restrictions, covenants and conditions of record.

The use and subdivision restrictions created and contained herein shall be known henceforth as a Conservation Easement, the terms of which are and shall be appurtenant to and run with the subject property, in perpetuity.

Grantor intends that this easement will perpetually protect and preserve the subject property from development for all uses other than those being preserved and authorized herein, that it will encourage sound natural, conservation and open space land management practices, preserve natural resources and open space and that it will ensure the availability of the natural features, wildlife and plant life values of the subject property for future generations by clearly and irrevocably removing all potential uses of the subject property not being preserved herein and by removing the ability to subdivide and create lots on the subject property except to the extent subdivision rights are specifically preserved in this document.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. <u>Grant of Conservation Easement</u>.
   Grantor hereby grants and conveys to Grantee a perpetual conservation easement encumbering and affecting the property described herein, and being a vested and enforceable interest in real property as authorized by <u>Wis</u>. <u>Stats</u>. §700.40. So long as Grantor holds any interest in the subject property, Grantor shall neither perform nor allow others to perform any act on or affecting the subject property that is inconsistent with the covenants, restrictions, easement rights and responsibilities set forth in this conservation easement. Grantor authorizes Grantee to take all

actions necessary to enforce these covenants in the manner described herein and as otherwise permitted by law.

2. Statement of Purpose.
It is the primary purpose of this conservation easement to permanently protect the subject property from subdivision in any manner except as authorized herein, and from development for residential, industrial or commercial uses in any manner not authorized herein, and to establish the extent to which the subject property can accommodate an incoming transfer of additional development rights. No subdivision activity or uses on or of the subject property shall be permitted that could significantly impair the actual or potential uses of the subject property for natural, scenic, conservation, wildlife or plant habitat purposes, for authorized residential purposes to the density authorized herein or for open and undeveloped space uses and enjoyment. To the extent that protection of the historic, educational, recreational, cultural or archeological values of the subject property is consistent with this easement's primary purposes, it is the secondary purpose of the easement to protect those values. No land use, subdividing or any other kind of activity which could significantly impair the current or future use of the subject property for the purposes specified and protected herein shall be permitted except as expressly authorized and reserved to Grantor in this easement.

3. Rights to Grantee.
To accomplish the purposes of this easement, the following rights are hereby conveyed to the Grantee by Grantor:

A. To act to preserve and protect the natural, scenic, conservation, habitat and open space values of the subject property;

B. To enter upon the subject property at all reasonably times to monitor and enforce Grantor's compliance with its terms; and

C. To act to prevent any activity on or use of the subject property that is or could be inconsistent with the stated purposes and authorized uses set forth in this easement, and to require the restoration of areas of the subject property damaged by inconsistent activity or use by the Grantor, its successors or assigns.

4. Rights and Responsibilities Retained by Grantor.
In all respects not limited herein Grantor retains the customary rights of ownership of real property as to the subject property, including the right to sell, lease, encumber and convey it. Nothing in this easement relieves Grantor of the additional obligation to comply with any other restrictions on the use or subdividability of the subject property that may be otherwise imposed by law. Grantor retains the right to use the subject property for residential purposes to the densities established herein and for natural, scenic, wildlife habitat, plant habitat and conservation purposes, and as open, undeveloped area as intended herein and,

by so doing, to also protect the historic, recreational, cultural or archeological values of the subject property where possible. Grantor retains the right of privacy and to exclude unauthorized members of the public from trespassing on the subject property. Upon transfer of any of Grantor's interest in the subject property, the rights and obligations as established and otherwise set forth and acknowledged herein shall inure to and become binding upon Grantors' assigns and/or successor in interest.

5. Permitted Uses.

For the duration of this easement, i.e., in perpetuity, the subject property may be used for agricultural uses, defined for the purpose of this easement as general farming operations including beekeeping, egg production, floriculture, fish or fur farms, dairy farming, licensed game management farms, forest management, livestock production and breeding, poultry raising, sod farming, roadside stand selling farm produce raised on or including the subject premises by member of the farm family owning part or all of the subject property or employees of such farm family, nurseries, greenhouses, vegetable raising, raising of grains, grasses, mint, seed and ginseng crops, raising of fruit, nut and berries and other similar uses, including placing the land in federal programs for payment in kind or enrolling land in the conservation reserve programs available under 16 U.S.C. 3831 to 3836 or a similar, successor federal farm program and for rural enterprise activities, including but not limited to lawful home occupations such as maintaining a professional home office, operating bed and breakfasts, farm machinery and repair services, day care and other private child care or educational programs, agricultural tourism and similar endeavors, where in all cases only a very small number of members of the public will congregate on the premises at any given time. Specifically excluded from definition of "agricultural uses" are the use or operation of the subject property as a campground, sawmill, auto or truck repair shop. The use of the subject property for the disposal or reduction of garbage, rubbish or offal is also prohibited, as is the surface disposal, dumping or spreading of sewage or sewage sludge on the subject property.

The subject property may also be used for natural, scenic, wildlife habitat, plant habitat, and conservation purposes, management and preservation and for the creation of residential lots on which dwelling units, as defined herein in Section 6.A., may be built to the densities authorized and under the conditions described herein. Driveways, public road rights of way, fences, residential and agricultural accessory buildings (not dwelling units) and other related structures directly associated with permitted on-site uses are also allowed. Utility installations are also permitted for private and public distribution purposes, provided that all new utility installations shall be enclosed and/or located underground. All such permitted uses shall remain subject to applicable state and local regulations in effect at the time the development occurs. The development and subdivision of the subject property for commercial, residential or industrial activities is specifically prohibited except as such development options are preserved and authorized herein.

6. Current level of Use and Future Development Activities Allowed.
The subject property being encumbered by this Conservation Easement is 75.082 acres in size, more or less, consists of woods, farmland and grasses and is currently zoned Exclusive Agricultural. No improvements are located on the subject property except for fences and field roads. This description of uses and buildings on the subject property is set forth herein to provide a baseline of the nature of uses, lots and structures on the subject property at the time of the creation of this easement.

A. Purpose. This Conservation Easement is being put into place because Grantor desires to rezone the subject property in order to subdivide and develop it for limited residential purposes, to protect the best farmable parts of it in a manner compatible with applicable regulations and to establish the extent to which Development Rights can transfer into the subject property pursuant to and to establish the extent to which Development Rights can transfer into or out of the subject property pursuant to Grantee Town of Troy's Subdivision Ordinance ("SDO") as in effect on the date of execution of this easement. A "Development Right" is defined for all purposes associated with this easement as the ability to subdivide real property and create one lot for residential use in a manner that results in a density ratio of one "dwelling unit", (defined for all purposes herein as one self-contained living unit, consisting of sleeping quarters, bathroom(s) and kitchen) per no less than three acres of land on 60% of the area of the subject property as discussed in Section 6.C. and, on the remaining 40% of the area of the subject property and as discussed in Section 6.B., to subdivide real property and create lots in a manner that results in a density ratio of one dwelling unit per no less that twelve acres of land; provided that the said dwelling unit densities can be increased with incoming transfers of development rights, as contemplated in Sections 6.B. and 6.C. herein and as authorized by the SDO. In conformity with the SDO, and to facilitate the rezoning process, Grantor has made a 40/60 Farm Plan Program Choice concerning the subject property. Grantor and Grantee agree that the specific location of the 60% area of the subject property that can presumptively develop at three-acre densities and the 40% area of the subject property that can presumptively develop at twelve-acre densities need not be specifically identified now, because this conservation easement shall encumber the entire subject property. The specific location of the 60% and 40% portions of the subject property that can develop at three-acre and at twelve-acre densities respectively shall be identified at the time and in the manner set forth in Section 6.D. herein.

With reference to issues specifically related to subdivision, this conservation easement serves to establish: (1) the dwelling unit density to which 60% of the subject property can be subdivided, (2) the more limited

dwelling unit density to which the other 40% of the subject property can be subdivided, (3) the maximum number of development rights that can be transferred into each of the 60% and 40% areas of the subject property and (4) the maximum allowable dwelling unit densities and minimum lot sizes available in each of the 60% and 40% areas of the subject property pursuant to any incoming transfer of development rights. Grantor's ability to subdivide and create lots on the subject property also depends on whether the land is properly zoned to create lots of the sizes and for the purposes authorized herein. Grantor's ability to create lots on the subject property remains subject to the requirements of Grantee's SDO and applicable St. Croix County and state laws on subdividing all or any portion of the subject property as in effect at the time the said lots are created, in addition to this easement.

B. 40% Area; Fewer Development Rights Available. On 40% or 30.033 acres of the subject property (the specific location of which shall be identified at the time and in the manner set forth in Section 6.D.), Grantor has the ability to create two (2) lots, with said lots to have a minimum size of six acres. Up to two (2) additional lots may be created in this 40% area pursuant to an incoming transfer of development rights. Any such incoming transfer of development rights shall only occur pursuant to a permit that is approved, issued and recorded by the Town Board of the Town of Troy or by the successor municipality in which the subject property is located at the time any development rights are transferred. If an incoming transfer into this 40% area of any development rights is duly authorized, the minimum lot size requirement for lots created in the 40% area is reduced to one (1) acre for lots served by private wells and septic systems and to a minimum lot size of .25 acres for lots served by a municipal system or equivalent private water and wastewater treatment facilities. The Town Engineer shall determine municipal equivalence for this purpose. All lots, outlots or parcels created from the 40% area, once designated as such, shall be encumbered with a perpetual restriction against further subdivision. All other rights to subdivide the 40% area of the subject property are extinguished, in perpetuity.

C. 60% Area; More Development Rights Available. On 60% or 45.049 acres of the subject property, (the specific location of which shall be identified at the time and in the manner set forth in Section 6.D.), Grantor has the ability to create no more than fifteen (15) lots, with each such lot to have a minimum size of one (1) acre. Up to fifteen (15) additional lots may be created in the 60% area pursuant to an incoming transfer of development rights. Any such incoming transfer of development rights shall be pursuant to a permit that is approved, issued and recorded by the Town Board of the Town of Troy or by the successor municipality in which the subject property is located at the time any development rights are transferred. If an incoming transfer into the 60% area of any development

rights is duly authorized, the minimum lot size requirement for lots created in the 60% area is reduced to one (1) acre for lots served by private wells and septic systems and to a minimum lot size of .25 acres for lots served by a municipal system or equivalent private water and wastewater treatment facilities. The Town Engineer shall determine municipal equivalence for this purpose.

D. Addendum Required; When Executed. Grantor may defer identifying the specific location of the 40% area and the 60% area of the subject property to a time after the execution and delivery of this easement as set forth herein. At such time as (1) Grantor sells or conveys any portion of the subject property or (2) Grantor seeks to exercise any of the use or land subdivision rights being preserved herein on the subject property, as by making application to local or county municipal authorities for any type of land subdivision approval, an addendum to this conservation easement that specifically identifies the location of the 40% area with fewer development rights available as described in Section 6.B. of this easement, shall be executed by Grantor, reviewed and approved by Grantee and recorded to establish the specific location of the said 40% area of the subject property, in perpetuity, and the remainder of the subject property shall be released from the scope of this easement in that same addendum.

E. Uses. On any lot(s) created by subdivision now or in the future on the subject property, one single family residence may be constructed (or replaced, as to the one existing residence), along with related outbuildings to be used in direct and exclusive furtherance of the previously stated purposes and values of this easement. Minimal and necessary public or private roads and public or private, enclosed or underground utility installations are also allowed on the subject property. These uses are supplemental to the permitted uses set forth in Section 5 of this easement.

F. Acreage. Grantor and Grantee agree that regardless of the accuracy of the total acres or proportionate calculations set forth herein, this conservation easement shall encumber all of the subject property and shall operate to extinguish the property's use and subdivision rights except to the extent preserved herein.

G. Outgoing Transfer of Development Rights. Grantor understands that any or all of the development rights originating anywhere on the subject property as authorized by the Town's SDO and created herein can be transferred off the subject property with or without rezoning it, so long as the necessary TDR permit has been applied for and granted by the Town of Troy. For each such development right that is transferred off the subject property, the number of site-specific original development rights remaining shall be reduced by one. Development rights transferred off the subject property may be replaced at a later date pursuant to a duly

authorized incoming transfer of development rights, up to the limits and densities being established and preserved herein.

7. Ongoing Responsibilities of Grantor.
This Easement is not intended to affect Grantor's obligations to third parties as owner or mortgagor of the subject property, including (but not limited to) the following:

A. Liens. Grantor shall be solely responsible for payment of all taxes and other assessments of any kind that may be levied against the subject property at any time. Grantor shall be solely responsible for payment and satisfaction of all secured debt, liens of any kind and judgments against the subject property. This easement does not prohibit Grantor from securing debt with the subject property.

B. Upkeep and Maintenance. Grantor shall be solely responsible for the upkeep and maintenance of the subject property.

C. Liability and Indemnification. Grantor shall indemnify Grantee against and hold it harmless from any and all loss, claim, liability or expense arising from or with respect to the subject property.

8. Procedures to Subdivide Land and Construct Allowed Improvements.
Grantor shall undertake the subdivision of the subject property and the construction on or improvement of the subject property only for the uses, to the lot sizes, to the densities and under the circumstances set forth herein. Grantor shall advise Grantee prior to commencing any subdivision and/or improvement activities on the property so as to enable Grantee to monitor and enforce Grantor's compliance with this easement and to keep its records current. All of the 40% area of the subject property referred to in Section 6.B. shall be encumbered in the addendum to this easement in a manner prohibiting any further subdivision or uses inconsistent with the subdivision and uses authorized herein, in perpetuity, and at or prior to the time of subdivision, as set forth in Section 6.D. herein.

9. Extinguishment of Development Rights.
Except as specifically reserved by Grantor in this conservation easement, all use, development and subdivision rights of every kind concerning, connected to or associated with the subject property are hereby released, terminated and extinguished. Any subdivision or use of the subject property inconsistent with the stated purposes, requirements and limitations of this easement shall be void and is prohibited. Without limiting the generality of the foregoing extinguishment of development rights, the following activities and uses are expressly prohibited:

A. The subdivision of the subject property into smaller parcels, whether through legal or de facto subdivision, in any manner, to any dimension or density not expressly authorized herein and/or for any purpose not expressly authorized herein.

B. The placement or construction of any buildings, structures or other improvements of any kind, public or private, not expressly authorized herein.

C. Rights of exploration for, or development and extraction of any non-metals, minerals and hydrocarbons from the property by any method, except that duly permitted nonmetallic mining is allowed where all material and by-product will be used on the subject property, and that subsurface mineral and hydrocarbon exploration, development and extraction activities may be allowed where:

1. being fully disclosed to and approved in advance by Grantee; and

2. the Grantee determines as part of its approval process that the proposed uses are not inconsistent with or detrimental to the stated purposes of this easement; and

3. the Grantee determines as part of its approval process that the impact on the subject property will be limited and localized in nature; and

4. any impact or effect on the agricultural, conservation, natural, scenic, open space, historic, recreational, habitat, cultural or archeological values of the property will be mitigated, remedied, restored and repaired at Grantor's expense and in a swift manner, satisfactory in all respects to Grantee.

10. Transfer of Easement.
Grantee has the right to transfer this easement to any successor municipality that may assume governmental jurisdiction over the subject property in the future, as by annexation or other relocation of municipal boundaries, provided that the transferee shall expressly agree to assume and enforce all rights and responsibilities imposed upon Grantee by this easement. Grantor shall receive notice of any such transfer.

11. Transfer of Property.
Grantor shall incorporate by reference the terms of this conservation easement and any addendum(s) to this conservation easement and required hereunder into every future deed or other legal instrument by which Grantor transfers or divests itself of any legal interest whatsoever in any portion of the subject property. Failure of Grantor to do so shall neither impair the validity of this easement nor limit or affect its enforceability in any way.

12. Perpetual Duration of Easement.
This is a perpetual easement. The dominant tenement and/or conservation easement rights created herein shall be held by the Grantee and any successor

municipality to which the said easement rights are transferred, in perpetuity and in trust for the benefit of residents of the Town of Troy and of the general public. Such rights shall be subject to modification or termination only after the conclusion of judicial action, as authorized by Wis. Stats. § 700.40(3)(b). Pursuant to such judicial proceedings, this conservation easement may be ordered by the court to be modified or terminated only after the court's conclusion, based on clear and convincing evidence, that the limitations on the divisibility and the uses of the subject property being protected by this conservation easement in the manner and for the purposes set forth herein have become permanently impossible or impractical, from the standpoint of benefit to the residents of the Town and/or the general public, and not from the standpoint of benefit to any individual or private group.

Upon the final disposition of such a court order, the affected conservation easement rights shall be conveyed by Grantee back to the owner(s) of the subject property or the affected portion thereof upon payment to Grantee of a court approved price, to be established at a minimum as the full amount of Grantee's actual fees, costs and expenses incurred in litigating issues related to the modification or termination of this easement. If this easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to full compensation in accordance with then applicable law.

Landowners whose property adjoins that part of the subject property that is the subject of future litigation of the type discussed in this section shall be considered to be real parties in interest for the purposes of any such suit, and may be joined in any such suit on the basis of their interest in and economic and lifestyle reliance on the subject property being protected, in perpetuity, by this conservation easement.

13. Interpretation.
This easement shall be interpreted and construed in accordance with the laws of the State of Wisconsin and applicable federal laws and regulations affecting conservation easements, resolving any ambiguity or question of validity of a specific provision so as to give maximum effect to the stated purposes of this easement and to preserve its existence, in perpetuity.

14. Successors.
Every portion of this easement, as it applies to the Grantor or Grantee, respectively, and to their rights or their duties, shall also apply to the agents, heirs, assigns, and successors in interest of the Grantor and Grantee named herein.

15. Severability.
A finding of invalidity of any of the covenants, terms or conditions of this easement, or any part thereof, by any court order or judgment shall in no way affect the validity of any other provision hereof, which shall remain in full force and effect.

16. Grantor's Title Warranties.
Grantor warrants that it has full, good and sufficient title to the subject property and that is has full and exclusive right to grant and convey this easement. Grantor warrants that Grantee, its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this easement, and Grantor further hereby promises to defend the same against all claims that may be made against it. Grantor warrants that all holders of any beneficial, ownership or secured interest in the subject property have signed this easement or the addendum hereto. Grantor warrants and represents that it shall cause any entity or person hereunder acquiring ownership, beneficial or secured interest in the subject property prior to the time the easement is recorded to execute this easement or a separate document indicating their agreement to be bound by the essential terms of this easement.

17. Grantor's Environmental Warranty.
Grantor warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the subject property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against and hold Grantee harmless from, any and all clean-up costs, lawsuit, cost, claim, liability or expense (including Grantee's reasonable attorney's fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

18. Enforcement.
Grantee shall have the right to enter upon the subject property at any reasonable time for the purpose of inspecting for compliance with the terms of this easement. If Grantee determines that a violation of the easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation.

Notwithstanding the procedure set forth above, if Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the values of the subject property protected by this easement, Grantee may bring an action to enjoin the violation, ex parte if necessary, through a temporary or permanent injunction.

In addition to injunctive relief, Grantee shall be entitled to seek the following remedies in the event of a violation:

A. Money damages, including damages for any loss of or damage to the values protected by this easement;

B. Attorneys and professional fees and all costs related to the action taken; and

C. The cost of restoration of the property to its condition existing prior to such violation.

Such remedies are cumulative, and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all of its expenses incurred in stopping and correcting the violation including, but not limited to, reasonable legal and expert fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time.

19. Notices. Any notices required in this easement shall be given in writing and sent by registered or certified mail to the following addresses, or to such addresses as may hereafter be requested as the subject property changes ownership:

Grantor: Wallace R. Riedel and Lillian M. Riedel Irrevocable Trust
c/o Michele K. Thompson Riedel, Trustee
1547 47th Street
Somerset, WI 54025

Grantee: Town of Troy
Troy Town Hall
654 Glover Road
Hudson, WI 54016

Grantor and Grantee shall promptly notify each other of all future changes of ownership of the subject property or if Grantee's easement rights are ever assigned.

20. Tax Impact.
Although this easement is a conservation easement, and although beneficial tax treatment may be available for certain types of conservation easements under federal law, Grantor acknowledges and agrees that no representations have been made by Grantee that any federal tax benefits are available to Grantor as a result of conveying this easement to the Grantee. Grantor is not relying on the expectation of any preferential or beneficial state or federal tax treatment due to the granting of this easement, and no such representations have been made by Grantee.

21. Acceptance.
As evidenced by the signature of its elected Chair and the attestation thereto of the Town Clerk, Grantee Town of Troy hereby accepts the rights and responsibilities conveyed by this easement.

TO HAVE AND TO HOLD, this Conservation Easement unto the Grantee, its successors and assignees, forever and ever, to the end of days.

IN WITNESS WHEREOF, Grantor and Grantee intending to be legally and perpetually bound hereby, have hereunto set their hands on the dates written below.

GRANTOR:

Wallace R. Riedel and Lillian M. Riedel Irrevocable Trust

_____
Peggy A. Riedel, Trustee

_____
Michele K. Thompson Riedel, Trustee

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF_____)

Personally came before me this _____ day of _____, 2026, the above-named Peggy A. Riedel, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
, Notary Public
State of Wisconsin
My commission expires: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF_____)

Personally came before me this _____ day of _____, 2026, the above-named Michele K. Thompson Riedel, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
, Notary Public
State of Wisconsin
My commission expires: _____

ACCEPTED BY THE TOWN OF TROY

GRANTEE:

_____ Date:_____

Doug Rowen, Town Chair

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this _____ day of _____, 2026, the above-named Doug Rowen, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
, Notary Public
State of Wisconsin
My commission expires: _____

Attest:

_____ Date:_____

April Fredrick, Clerk/Treasurer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF ST. CROIX)

Personally came before me this _____ day of _____, 2026, the above-named April Fredrick, to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
, Notary Public
State of Wisconsin
My commission expires: _____

This Instrument Drafted By:
Ronald L. Siler
Williamson & Siler, S.C.
201 South Knowles Avenue
New Richmond, WI 54017

CERTIFICATE OF TRUST

The undersigned hereby certifies the following:

1. This Certificate of Trust relates to the Wallace R. Riedel and Lillian M. Riedel Irrevocable Trust (hereinafter referred to as the "Trust Agreement") executed by Peggy A. Riedel and Michele K. Thompson Riedel.

2. The date of execution of the Trust Agreement was October 20, 2004.

3. The Trust Agreement is an irrevocable trust.

4. The names of the Settlors are Peggy A. Riedel and Michele K. Thompson Riedel.

5. The names of the Co-Trustees empowered to act under the Trust Agreement at the present time are Peggy A. Riedel and Michele K. Thomspon Riedel.

6. The Co-Trustees are authorized by the Trust Agreement to sell, mortgage, convey or otherwise transfer and encumber the trust assets.

7. The Trust Agreement has not been terminated or revoked.

8. The undersigned hereby represents that the statements contained in this Certificate of Trust are true and correct, and that there are no other provisions in the Trust Agreement or amendments to it that limit the powers of the trustee to sell, mortgage, convey or otherwise transfer and encumber the trust assets.

Dated this _____ day of _____, 2026.

_____
Peggy A. Riedel

_____
Michele K. Thompson Riedel

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
ST. CROIX COUNTY)

Personally came before me this _____ day of _____, 2026, the above-named Peggy A. Riedel to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
, Notary Public
St. Croix County, Wisconsin
My Commission Expires:_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
ST. CROIX COUNTY)

Personally came before me this _____ day of _____, 2026, the above-named Michele K. Thompson Riedel to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
, Notary Public
St. Croix County, Wisconsin
My Commission Expires:_____

This Document Drafted By:
Ronald L. Siler
Williamson & Siler, S.C.
201 South Knowles Avenue
New Richmond, WI 54017