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 2, 2026
TO:	Town of Troy Plan Commission
FROM:	Robert Jones
REGARDING:	Farm Plan / Rezone / CSM – Timothy Morrow – PID 040-1124-40-001

1. BACKGROUND INFORMATION

The applicant, Timothy Morrow, 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 75.4-acres which is proposed to be encumbered by a Farm Plan conservation easement and then rezoned from AG to AG-RES.

The southern 36.4-acre parcel on the west side of Glendale Drive, north of Swedish Mission Road could then be subdivided by CSM to create one new lot, Lot #1 of approximately 8.9 acres. The new lot would contain an existing single-family residence and associated agricultural outbuildings. The applicant's intent is to separate the farmstead (as a residential lot) from the surrounding agricultural acreage, with the remainder retained for continued agricultural use.

<u>Materials submitted include:</u>

- A Farm Plan Narrative (dated January 13, 2026)
- Draft Conservation Easement (received January 14, 2026)
- Certified Survey Map, (dated November 24, 2025, revised January 27, 2026)

2. PROPOSAL SUMMARY

The application proposes:

- A 40/60 Farm Plan establishing allowable density and preservation areas.
    - encumbering approximately 75.4 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 1 (~8.9 acres) – containing the existing home and agricultural buildings;
  - Outlot 1 (~27.5 acres) – to remain in agricultural use, restricted from residential development.

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 75.4-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 Outlot 1, with Lot 1 (8.9 acres) designated within the 40% area for purposes of any future subdivision. 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 February 19, 2026. For scheduling purposes, staff requests that the Plan Commission consider delegating responsibility for conducting the public hearing back to the Town Board for this application to better accommodate the applicant's schedule.

Under Town Code §170-X.4.c, the Town Board is responsible for holding the required public hearing for zoning map amendments unless that responsibility is delegated. Town Board Resolution 2020-01 generally delegates authority to conduct rezoning public hearings to the Plan Commission; however, that delegation may be adjusted on a case-by-case basis.

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 1 (8.927 acres total / 8.606 ac. net) containing existing improvements;
- Outlot 1 (27.522 acres total / 25.979 ac. net) labeled as agricultural and "not for residential building development";
- Required building setbacks (50-ft sides/rear and 150-ft front), matching AG-RES standards;
- A clear Conservation Easement Notice stating the Farm Plan Easement applies and governs future land division.

4. POSSIBLE MOTIONS

Farm Plan Recommendation

The Plan Commission finds that the Farm Plan submitted by Timothy P. Morrow conforms to Chapter 135 and recommends approval to the Town Board with the following contingencies:

1. The Conservation Easement shall be executed by the Grantor and any mortgage holders prior to Town Board action.
2. 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 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 following conditions:

1. The Town Board approves the associated Farm Plan.
2. The Town Board conducts the required public hearing and finds no testimony or evidence that is inconsistent with the Plan Commission's understanding of the project or its recommendation.

CSM Recommendation

The Plan Commission finds that the Certified Survey Map dated January 27, 2026, meets the requirements of Chapter 135 and recommends approval to the Town Board with the following contingencies:

1. Approval of the Farm Plan and rezoning as described above;
2. Recording of the Conservation Easement concurrently with the CSM;
3. 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 27, 2026 CSM
2. Aerial photo site map with topographic contours
3. Current Zoning / Conservation Easement map
4. Comprehensive Plan Future Land Use map
5. Exiting site aerial photo
6. Farm Plan
7. Draft Conservation Easement

6. SITE MAP EXHIBITS #1-5

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 OF SECTION 33, T28N, R19W, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN.

PREPARED FOR:

TIMOTHY P MORROW
2056 81ST ST
BALSAM LAKE, WI 54810

SURVEYOR:

DOUG ZAHLER
AUTH CONSULTING & ASSOCIATES
2920 ENLOE STREET
SUITE 101
HUDSON, WI 54016

STATE OF WISCONSIN
DOUGLAS J. ZAHLER
S-2145
HUDSON, WI
LAND SURVEYOR

Douglas J. Zahler
01/27/2026

FIELDWORK COMPLETED 11/21/25

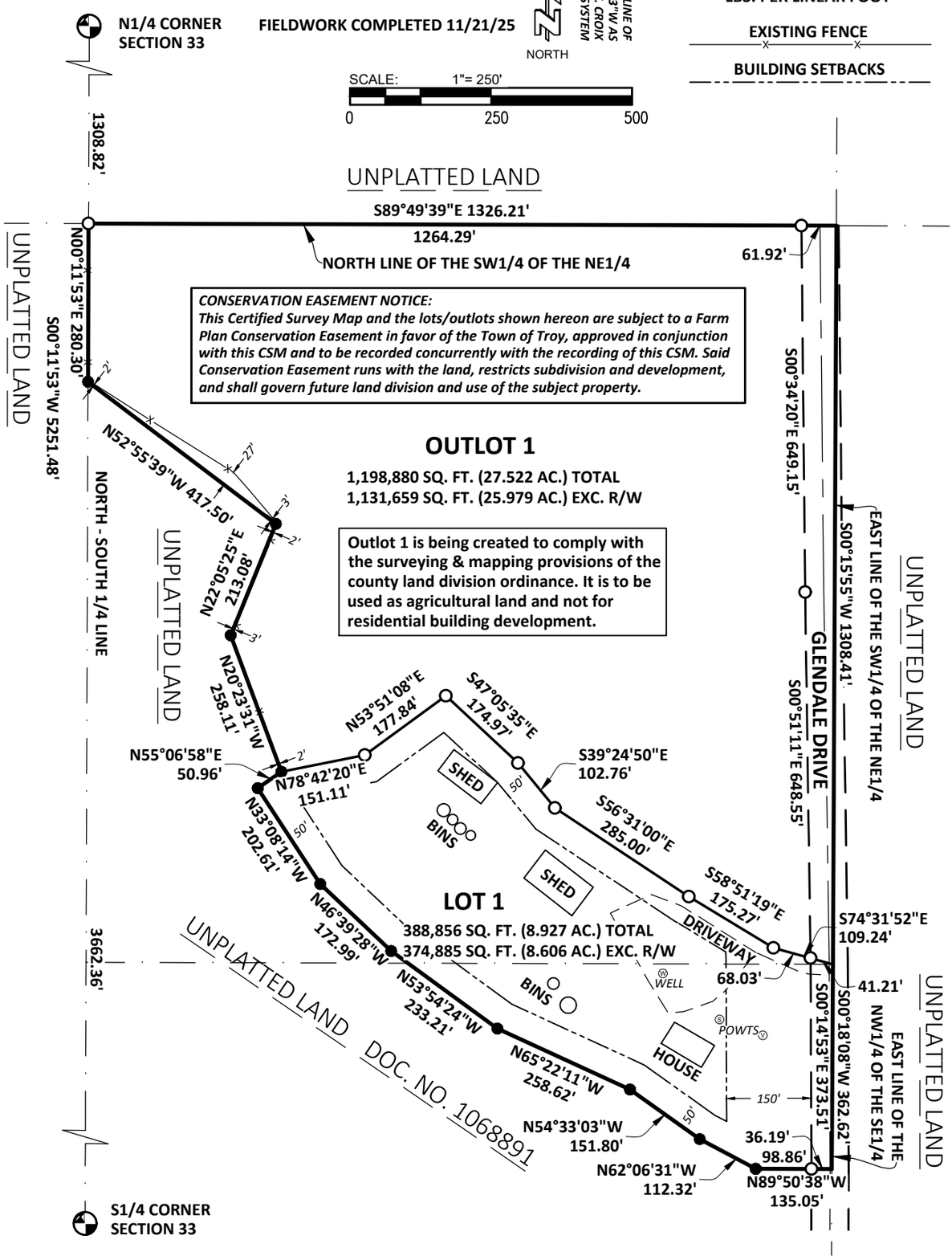
THE NORTH-SOUTH QUARTER LINE OF SECTION 33 BEARS S00°11'53"W AS REFERENCED TO THE ST. CROIX COUNTY COORDINATE SYSTEM

NORTH

SCALE: 1"= 250'
0 250 500

LEGEND

- FOUND ALUMINUM COUNTY SECTION CORNER MONUMENT
- FOUND 1/2" DIAMETER REBAR
- SET 1" OUTSIDE DIAMETER BY 18" LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT
- EXISTING FENCE
- BUILDING SETBACKS



CONSERVATION EASEMENT NOTICE:
This Certified Survey Map and the lots/outlots 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.

THIS INSTRUMENT DRAFTED BY: DOUG ZAHLER JOB NO. 8598-001 DATE: 11/24/2025, REVISED 1/27/26

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SW1/4 OF THE NE1/4 AND PART OF THE NW1/4 OF THE SE1/4 OF SECTION 33, T28N, R19W, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN.

PREPARED FOR:

TIMOTHY P MORROW
2056 81ST ST
BALSAM LAKE, WI 54810

SURVEYOR:

DOUG ZAHLER
AUTH CONSULTING & ASSOCIATES
2920 ENLOE STREET
SUITE 101
HUDSON, WI 54016

SURVEYOR'S CERTIFICATE:

I, Douglas J. Zahler, Professional Wisconsin Land Surveyor, hereby certify that by the direction of Tim Morrow, I have surveyed, divided and mapped a part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin; described as follows:

Commencing at the North Quarter corner of said Section 33; thence, along the North -South 1/4 line of said Section 33, S00°11'53"E a distance of 1308.82 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter and the point of beginning; thence, along the north line of said Southwest Quarter of the Northeast Quarter, S89°49'39”E a distance of 1326.21 feet to the northeast corner of said Southwest Quarter of the Northeast Quarter; thence along the east line of said Southwest Quarter of the Northeast Quarter, S00°15'55”W a distance of 1308.41 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter; thence along the east line of said Northwest Quarter of the Southeast Quarter, S00°18'08”W a distance of 362.62 feet; thence, along the boundary of that parcel of land described on Document Number 1068891, St. Croix County Register of Deeds, N89°50'38”W a distance of 135.05 feet; thence along said boundary, N62°06'31”W a distance of 112.32 feet; thence along said boundary, N54°33'03”W a distance of 151.80 feet; thence along said boundary, N65°22'11”W a distance of 258.62 feet; thence along said boundary, N53°54'24”W a distance of 233.21 feet; thence along said boundary, N46°39'28”W a distance of 172.99 feet; thence along said boundary, N33°08'14”W a distance of 202.61 feet; thence along said boundary, N55°06'58”E a distance of 50.96 feet; thence along said boundary, N20°23'31”W a distance of 258.11 feet; thence along said boundary, N22°05'25”E a distance of 213.08 feet; thence along said boundary, N52°55'39”W a distance of 417.50 feet to said north - south quarter line; thence along said quarter line, N00°11'53”E a distance of 280.30 feet to the point of beginning. Containing 36.449 acres of land. Subject to right-of-way for Glendale Drive as shown and subject to all easements, restrictions and covenants of record.

I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of St. Croix County and the Town of Troy in surveying and mapping the same.

Douglas J. Zahler 01/27/2026

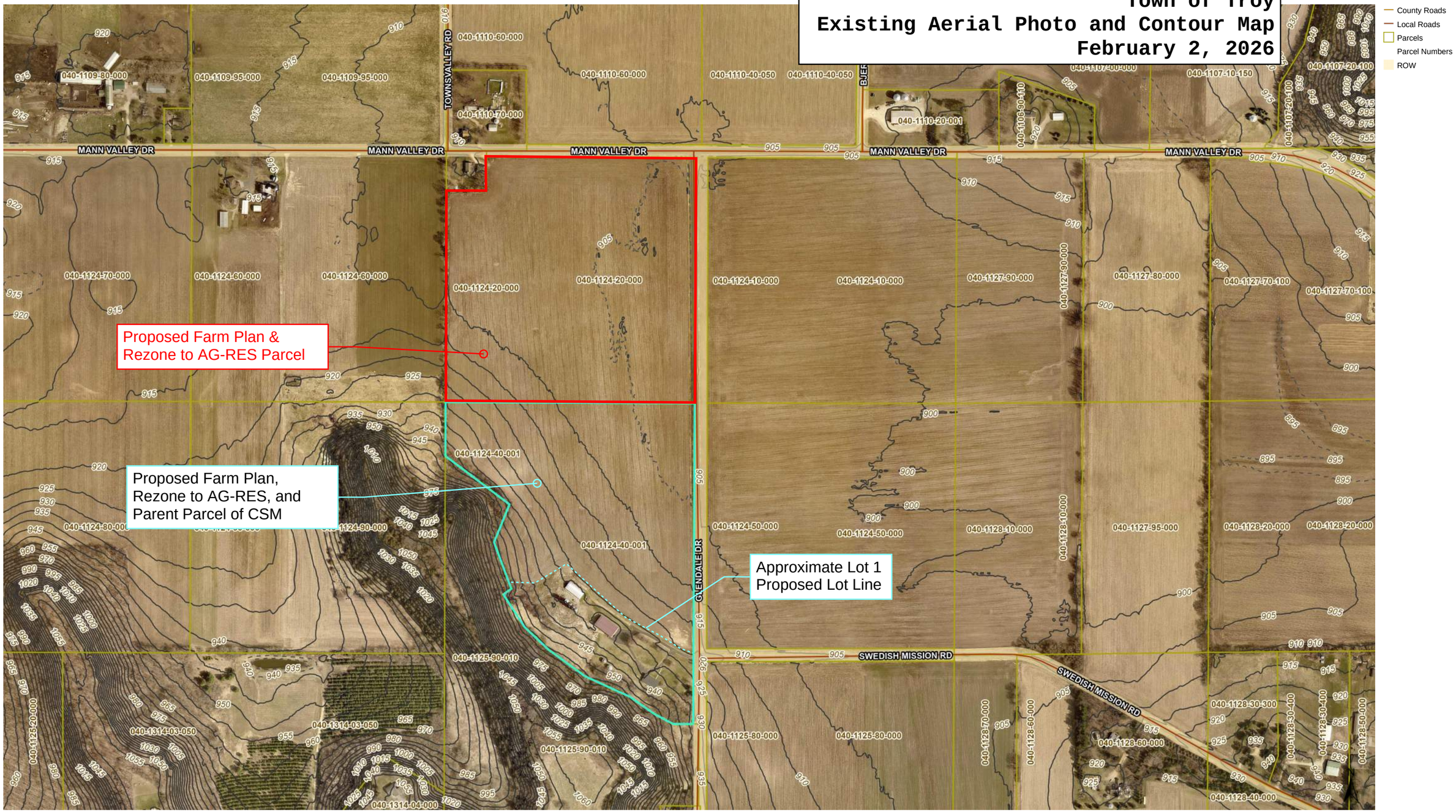
Douglas J. Zahler, RLS #2145 Date
Auth Consulting & Associates
2920 Enloe St. Suite 101
Hudson, WI 54016
(715) 386-2007
dzahler@authconsulting.com

STATE OF WISCONSIN
DOUGLAS J. ZAHLER
S-2145
HUDSON, WI
LAND SURVEYOR

THIS INSTRUMENT DRAFTED BY: DOUG ZAHLER JOB NO. 8598-001 DATE: 11/24/2025, REVISED 1/27/26

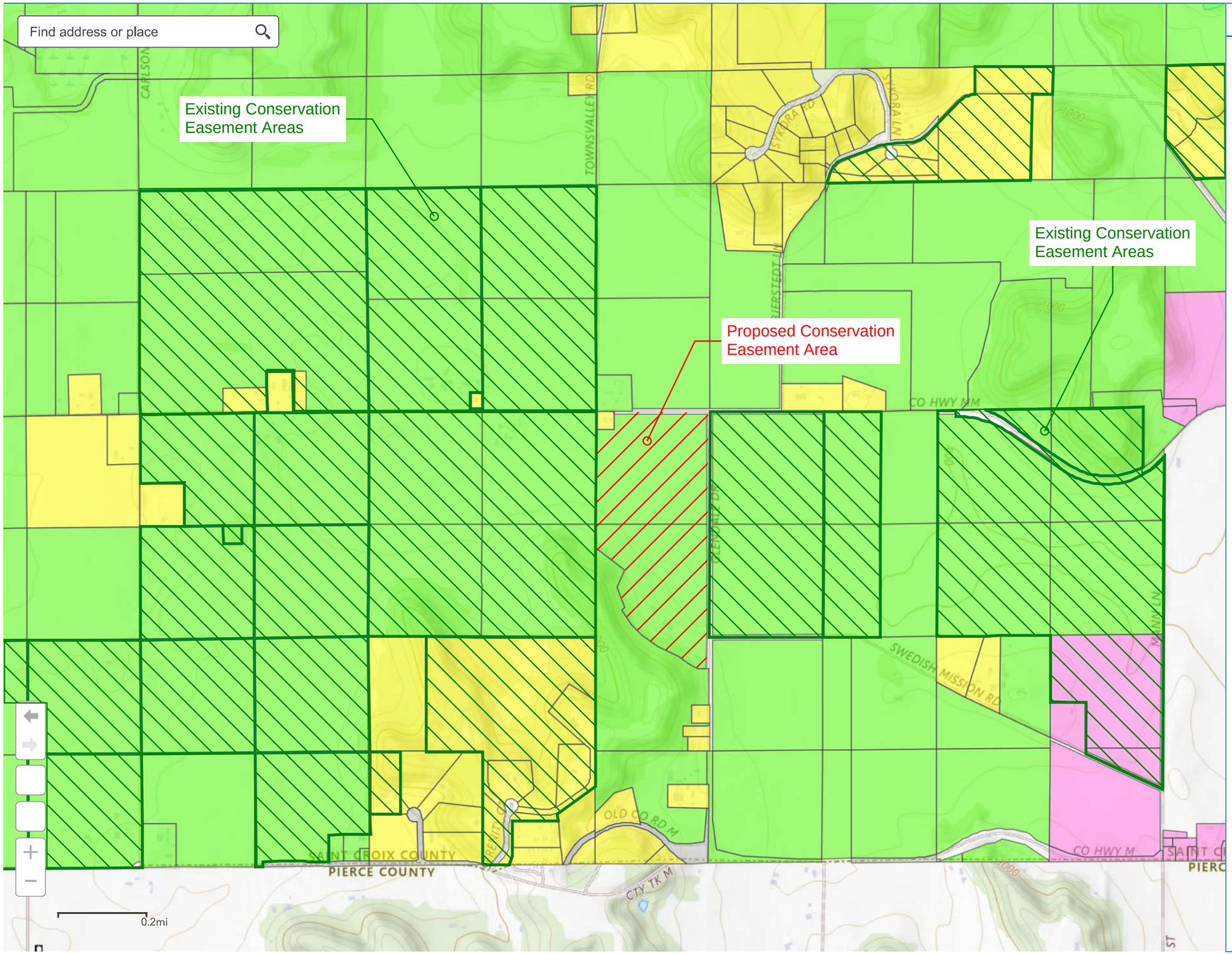
St. Croix County, WI

Morrow CSM
Town of Troy
Existing Aerial Photo and Contour Map
February 2, 2026



Zoning Districts

Town of Troy



Legend

Conservation Easements

LECR Overlay

Parcel Boundaries

Zoning 2024

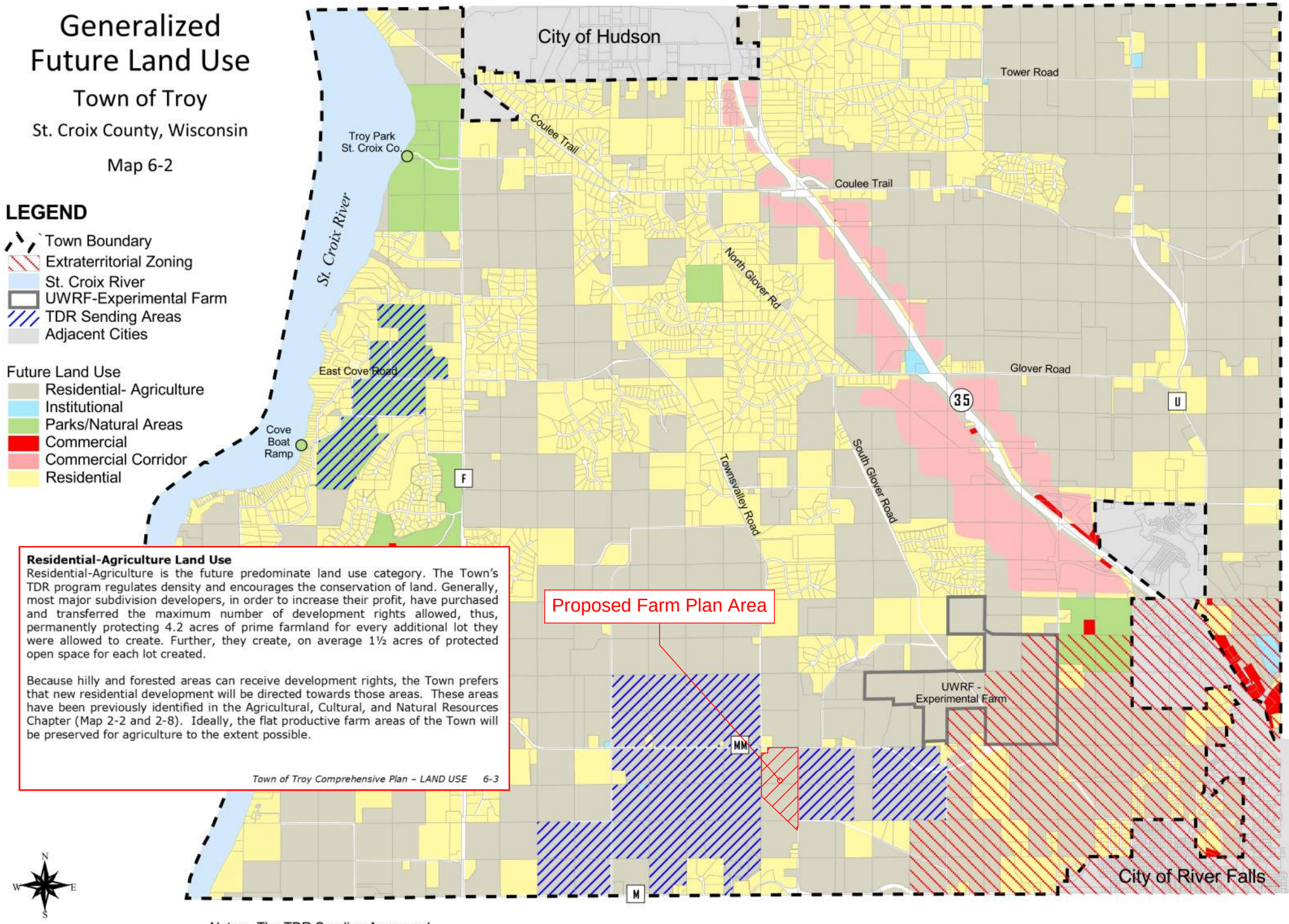
- Ag-Residential
- Traditional Residential
- Agricultural
- Traditional Commercial
- General Retail and Service Commrecial
- ETZ Boundary
- Conservation
- ROW

Generalized Future Land Use

Town of Troy

St. Croix County, Wisconsin

Map 6-2



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

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

Existing Farmstead (2022)

7. SUBMITTED FARM PLAN EXHIBIT #6

TIM MORROW CSM

PROJECT NARRATIVE/ FARM PLAN for CSM

50 GLENDALE DRIVE
TOWN OF TROY, ST CROIX COUNTY WI

Prepared by:
Auth Consulting/associates
2920 Enloe Street, Suite 101
Hudson, WI 54016
715-381-5277
715-381-5338 fax

I. PROJECT BACKGROUND

Application has been completed to create a 1 lot/ 1 outlot Certified Survey Map (CSM) which will separate the house and accessory structures on property owned by Tim Morrow from the remainder of the property. The property is zoned exclusive agricultural district (AG).

II. PROJECT DESCRIPTION

A. Project Location

The project is located on the West side of Glendale Drive directly across and North of Swedish Mission Road. Appendix A depicts the property location relative to the overall Township on the Town Official Zoning Map. Also included in Appendix A is a GIS Map representing the area of the proposed conservation easement.

B. Proposed Subdivision

The proposal is to create one 8.8 acre lot which will encompass the farmsted, including the single family home and the associated agricultural structures and one 27.5 acre outlot. The 27.5 acre outlot will remain in agricultural use for the immediate future.

C. Conservation Easement

The conservation easement will provide the program specifics that guide any future development of the 75.5 acres. With the exception of one development right for the 8.8 acre farmstead all additional development rights will remain with the 27.5 acre outlot and the 39 acres North of the proposed outlot. The conservation easement will encompass 75.5 acres.

D. Farm Plan

Township ordinance requires a farm plan and proportionality election. The request is for the 40/60 program. The property has a base allowable density of 17 lots- see Appendix B for specific details/calculations.

E. Existing Conservation Easement

Included in Appendix C is a copy of the recorded conservation easement that encompasses the property owned by Morrow on the East side of Glendale Drive.

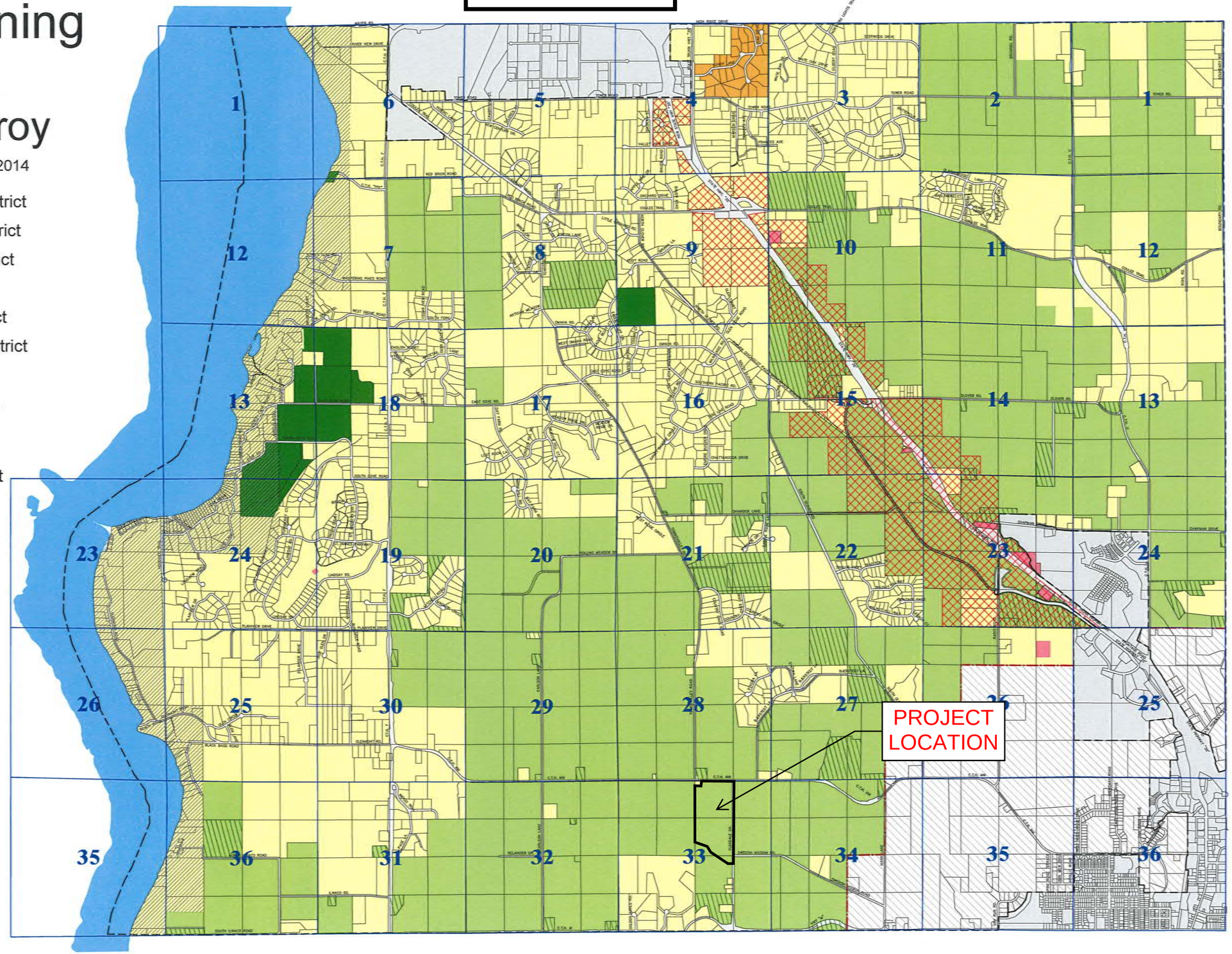
APPENDIX A

APPENDIX A

Official Zoning Map
Town of Troy

Originally Adopted 7-10-2014

- Agricultural Residential District
- Traditional Residential District
- Exclusive Agricultural District
- Conservancy District
- Manufactured Home District
- Traditional Commercial District
- Office Park - Medical Clinic Commercial District
- General Retail and Service Commercial District
- Town Center Commercial District
- Limited Commercial District
- Industrial District
- Lower St. Croix Riverway
- ETZ Area
- ETZ Boundary
- LECR Boundary
- Farmland Preservation Overlay District/Exclusive Agricultural District
- PLSS Section Lines
- Parcel Lines
- Roads
- Water



N

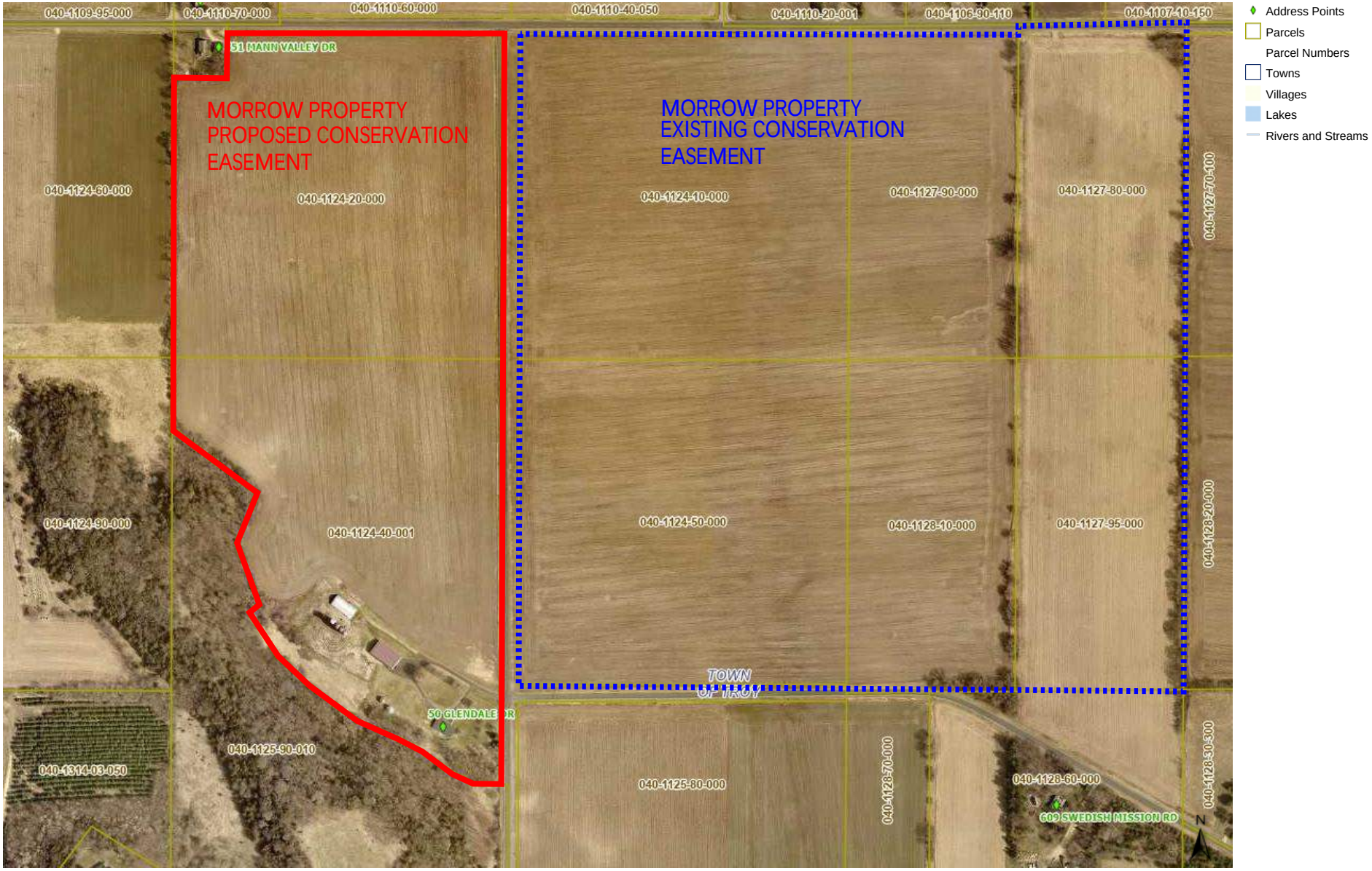
0 750' 1500' 3000'

Cedar Corporation

Amended

2017-07-13
2018-10-23

St. Croix County, WI



APPENDIX B

MORROW

PROPORTIONALITY PROPOSAL

Total Rezone Acre= 75.449

SINGLE FAMILY RESIDENTIAL	Farmette 40%	Residential 60%	Total
Acres	30.18	45.27	75.45
Density	12	3	n/a
Available Development Rights	2	15	17
Max Allowable Lots	2	30	32

Appendix C

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35

2525P 004

DOCUMENT NUMBER	CONSERVATION EASEMENT

756381

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

03/11/2004 11:30AM

EASEMENT
EXEMPT #

REC FEE: 35.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 13

NAME AND RETURN ADDRESS
Gwen Kuchevar
Rodli, Beskar, Boles & Krueger, S.C.
219 North Main Street
PO Box 138
River Falls, WI 54022

040-1124-10-000

Parcel Identification Number

040-1124-50-000
040-1127-90-000
040-1128-10-000

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CONSERVATION EASEMENT

Harold Morrow, a.k.a. Harold D. Morrow, a single person (referred to herein as "Grantor") for himself and his heirs, successors and assigns, hereby conveys to the Town of Troy, a body corporate and politic located in St. Croix County, Wisconsin, and its successors and assigns, (referred to herein as "Grantee") for conservation purposes, a perpetual restriction, to be known as a conservation easement, on the uses that can henceforth be made of Grantor's farm property located in the Town of Troy and described as follows:

> THE EAST HALF OF THE NORTHEAST QUARTER (E 1/2 OF NE 1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWENTY-EIGHT (28) NORTH RANGE NINETEEN (19) WEST.
>
> THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER (W 1/2 OF W 1/2 OF NW 1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP TWENTY-EIGHT (28) NORTH RANGE NINETEEN (19) WEST,
>
> ALL IN ST. CROIX COUNTY, WISCONSIN AND ALL SUBJECT TO ALL EASEMENTS OF RECORD.

The use 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 uses other than those being preserved and authorized herein, encourage sound soil management practices in accordance with normally accepted agricultural practices, preserve natural resources, preserve the subject property for active agricultural uses and ensure affordable resale values for future owners by clearly and irrevocably removing potential uses of the subject property for residential or other non-farming uses, except to the extent that potential uses are specifically preserved in this document. 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' successor in interest however designated.

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

1. Grant of Conservation Easement.
   Grantor hereby grants and conveys to Grantee a perpetual conservation easement encumbering and affecting the subject property with a vested, enforceable interest in real property as authorized by common law and by Wis. Stats. § 700.40. So long

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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 and restrictions set forth in this conservation easement. All of the terms, restrictions and obligations herein are binding on Grantor's heirs, successors in interest and assigns. 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 first and primary purpose of this conservation easement to permanently protect the subject property and enable it to remain in agricultural use by preserving and protecting its agricultural soils, agricultural viability and productivity. No activity or uses that could significantly impair the actual or potential agricultural uses of the subject property shall be permitted, except as set forth herein. To the extent that protection of the natural, scenic, open space and conservation values of the subject property is consistent with the primary purpose as stated herein, it is the secondary purpose of this easement to also protect those values, and no activity which shall significantly impair those values shall be permitted. To the extent that protection of the historic, recreational, habitat, cultural or archeological values of the subject property is consistent with this easement's primary and secondary purposes, it is also the 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 unless expressly reserved to Grantor in this conservation easement.

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

A. To act to preserve and protect the agricultural and other values of the subject property;

B. To enter upon the subject property at all reasonable times and upon reasonable notice as further addressed in section 18 of this easement, to monitor and enforce Grantor's compliance with its terms; and

C. To prevent any activity on or use of the subject property that is or could be inconsistent with the stated purposes of this easement, and to require the restoration of areas of the subject property if damaged by inconsistent activity or use.

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4. Rights and Responsibilities Retained by Grantor.
In all respects not limited herein Grantor shall retain the customary rights of ownership of real property as to the subject property, including the right to sell, lease, encumber and devise it. Nothing in this easement relieves Grantor of the obligation to comply with any other restrictions on the use of the subject property that may be otherwise imposed by law. Grantor retains the right to use the subject property for agricultural, natural, scenic and conservation purposes and as open, undeveloped area as intended herein and to also protect the historic, recreational, habitat, cultural or archeological values of the subject property where possible. Grantor retains the right of privacy and the right to exclude unauthorized members of the public from trespassing on the subject property.

5. Permitted Uses.
For the duration of this easement, i.e., in perpetuity, the subject property shall be used preferentially, presumptively and primarily 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 members 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 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 small number of members of the public will congregate on the premises at any given time. Specifically excluded from consideration as "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, sewage, rubbish or offal is also prohibited. The subject property may also be preserved in an undeveloped state for natural, scenic and conservation purposes and/or used to provide and protect natural habitat for wildlife, fish, plants or similar ecosystems, forests, prairies and other similar undeveloped uses, and/or for historic, recreational, cultural or archeologic uses, so long as such activities shall at all times maintain the subject property in an undeveloped state that keeps it available for agricultural use, and so long as such other uses are not inconsistent with ongoing or future agricultural use.

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6. Current Level of Use and Future Development Activities Allowed
The subject property being encumbered by this Conservation Easement consists of 120 acres, more or less, of farmland with no improvements other than fences and field roads, and on which a variety of crops are and have been grown. This is not to say that this is the only type of farming practices available for the subject property, but to provide a baseline of the nature of the farming uses and practices in place at the time of the creation of this easement and to establish that the property has no non-farming related improvements on it of any kind.

A. Purpose. This Conservation Easement is being put into place because Grantor will convey to a third party all twenty-eight available "development rights", defined herein as the right to subdivide the subject property and create one lot in a manner that results in a density ratio of one dwelling unit per no less than three acres of land in 60% of the area of the subject property and, in the other 40% of the area of the subject property, to so create one lot per no less than twelve acres of land. The subject property lies entirely on good, rich farmland of exactly the kind intended by both parties to be kept permanently available for agricultural production. Grantor's off-farm transfer of all available development rights is being authorized and facilitated by Grantee in consideration of Grantor's execution of this Conservation Easement. To make this easement and the off-farm transfer of rights clear and definite, Grantor hereby makes 40/60 Farm Plan Program Choice concerning the subject property, a requirement of Grantor's Subdivision Ordinance as amended on November 4, 2002, (hereinafter referred to as "SDO") and in effect at the execution of this easement, the terms of which shall apply to the administration of this easement at all times. This election establishes the number of development rights available for outgoing transfer at twenty-eight (28). The location of the specific 40% and 60% areas would ordinarily be distinguished from each other as lots of larger size would be available in the 40% area than in the 60% area. However, because all development rights are being transferred off of the subject property pursuant to a separately issued and recorded permit from Grantor Town of Troy the parties have agreed that any specific area for making a partial 60% designation can be later identified if it becomes necessary to do so at a later time, as set forth in Section 6.B. herein. Grantor's ability to make a 40% area designation for larger lots is hereby released and waived, in perpetuity. Accordingly, as to the entire subject property, Grantor's right and ability to subdivide and create new lots anywhere on the subject property is hereby severed and released, subject only to the right to seek limited development right transfer back into the subject property, under the terms and conditions set forth herein in Section 6.B.

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B. Limited Future Incoming Development Right Transfer. At any point after all development rights have been effectively removed and transferred from the subject property by the execution and recording of this document plus the execution and recording of a Development Rights Sending Permit by Grantee herein, the subject property is eligible to receive an incoming transfer of no more than three development rights if it can be shown at the time of application for the transfer(s) that the purposes of Grantee's transfer of development rights program and the central policies of Grantee's Subdivision Ordinance, as in effect at the granting of this easement are better served by permitting the incoming transfer(s) to the proposed location(s) on the subject property of the lot(s) proposed to be created, after evaluating the location and quality of the land being protected by the associated removal of the development rights from land elsewhere in the Town that are proposed for transfer into the subject property, and after also evaluating the location and configuration of the lot(s) the creation of which is being proposed on the subject property. Any development right so transferred into the subject property in the future shall confer the right to create one lot only in a manner that results in a density ratio of one dwelling unit (defined for all purposes herein as a self-contained living unit consisting of sleeping quarters, bathroom and kitchen) per three acres of land, with each such lot to have a minimum lot size of one acre if private, on-site well and septic systems are used, and with a one-quarter acre minimum lot size where such lot(s) will be served by municipal utility service or an equivalent private water and waste treatment facility. The Town Engineer shall determine "municipal equivalence" for this purpose. On any lot(s) so created in the future, one single family residence may be constructed, along with related outbuildings to be used in direct and exclusive furtherance of single family residential purposes and/or in furtherance of the previously stated purposes and values of this easement. Minimal and necessary public or private access roads serving such residences only, and utility service to such residences only, are also allowed on the subject property. These uses are in addition to the permitted uses set forth in section 5 of this easement.

C. There shall be no subdivision of the subject property encumbered by this easement or uses made of the subject property encumbered by this easement except as authorized herein, in perpetuity.

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

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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. Grantor shall be solely responsible for payment and satisfaction of all liens and judgments. This easement shall not be construed as prohibiting Grantor from incurring debt secured by 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, unless due solely to the negligence or willful misconduct of Grantee.

8. Procedure to Transfer Incoming Development Rights, Subdivide Land and Construct Allowed Improvements.
Grantor may seek to transfer development rights back into the subject property, commence subdivision of the subject property and undertake the improvement of the subject property only as set forth herein, and only for the purposes, to the densities and under the circumstances set forth in this easement. Grantor shall advise Grantee of its intention to move development rights back into the subject property by making application for an incoming transfer of development rights pursuant to Section 6.B. herein, and by following the procedure established in Section 9 of Grantee's Subdivision Ordinance, prior to commencing 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. Lots created in the manner authorized herein shall be encumbered with a supplemental conservation easement prohibiting any further subdivision that is consistent with the use, lot creation and other limitations set forth in this easement.

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

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A. Any subdivision activity affecting the subject property, without first obtaining a permit to re-transfer development rights into the subject property in the manner and to the extent authorized herein.

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

C. The placement or construction of any buildings, structures or other improvements of any kind, public or private, not expressly authorized in Sections 5 and 6 herein.

D. Rights of exploration for, or development and extraction of, minerals and hydrocarbons from the property by any method except that subsurface mineral and hydrocarbon exploration, development and extraction activities may be allowed only after:

(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 the Grantee.

10. Transfer of Easement.
Grantee shall have the right but never the obligation to transfer this easement to any public agency or private nonprofit organization that, at the time of the transfer, is a "qualified organization" under § 170(h) of the Internal Revenue Code and a "holder" under Wis. Stats. § 700.40(1)(b) as such terms were defined in 2003, and 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.

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11. Transfer of Property.
Grantor shall incorporate by reference the terms of this easement and related development right sending and receiving permits into any deed or other legal instrument by which Grantor transfers or divests itself of any legal interest whatsoever in all or 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. Duration of Easement.
This is a perpetual easement. The dominant tenement and conservation easement rights created herein shall be held by the Grantee and any successor entity to whom the said easement rights are transferred, in perpetuity and in trust for the benefit of residents of the Town of Troy and of the public as a whole. 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) (2001-2002). In the event of such judicial proceedings, this conservation easement shall be ordered by the court to be modified or terminated only after the court's conclusion, based on clear and convincing evidence, that the uses of the subject property protected by this conservation easement for every purpose set forth herein has since become permanently impossible or impractical, from the standpoint of benefit to the residents of the Town and the general public, and not from the standpoint of any individual.

Upon the final disposition of any such court order, the affected conservation easement rights shall be fully or partially conveyed back to the landowners of the subject property or any portion thereof only 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 the property encumbered by this easement and that is the subject of any such future litigation over easement rights 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 by this conservation easement, in perpetuity.

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13. Interpretation.
This easement shall be interpreted and construed in accordance with the laws of the State of Wisconsin, and 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, also applies to their agents, heirs, assigns and successors in interest.

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 Warranty.
Grantor warrants that it has full, good and sufficient title to the subject property free of liens of any kind, and that Grantee and 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 hereby promises to defend the same against all claims that may be made against it. All holders of any beneficial or ownership interest in the subject property have signed this easement. Grantor warrants and represents that it shall cause any entity or person hereafter acquiring an ownership or beneficial interest in the subject property prior to the time this easement is recorded to execute this easement, indicating their agreement to be bound by it.

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 attorneys 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 upon reasonable advance notice for the purpose of inspecting for compliance with the terms of this easement. Notice may be given be mail or by leaving or delivering the message in

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a manner reasonably specific and calculated to provide actual notice to the Grantor. 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:

-money damages, including damages for the loss of the values protected by this easement;

-attorneys fees and costs; and

-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 attorney's 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 address, or to such addresses as may hereafter be requested as the subject property changes ownership:

Grantor: Harold D. Morrow
50 Glendale Drive
River Falls, WI 54022

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.

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20. Tax Impact.
Although this easement is a conservation easement, and beneficial tax treatment can be available for certain types of conservation easements as set forth in 26 USC 170(h), Grantor and Grantee acknowledge and agree that no representations have been made concerning whether any federal tax benefits are available to Grantor as a result of conveying this easement to the Grantee. That is a separate issue, and no conclusions or implications concerning beneficial tax treatment of any type shall be drawn from the text of this agreement. Grantor is not relying on the expectation of certain tax treatment in granting this easement, and no representations have been made by Grantee in this regard.

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

TO HAVE AND TO HOLD this conservation easement unto Grantee, its successors and assigns, forever and ever, to the end of days.

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

Grantor:

Harold D. Morrow

Harold Morrow, a.k.a. Harold D. Morrow

STATE OF WISCONSIN)
) SS.
COUNTY OF Pierce)

Personally came before me this 4th day of March, 2004, the above named **Harold Morrow, a.k.a Harold D. Morrow** to me known to be the person who executed the foregoing instrument and acknowledge the same.

Molly McFagan

Molly McFagan, Notary Public

My Commission Expires: June 11, 2006

STATE OF WISCONSIN ★ MOLLY MCFAGAN NOTARY PUBLIC ★

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Accepted by the Town of Troy, Grantee, by:

John J. Ruemmele

John J. Ruemmele, Town Chair

STATE OF WISCONSIN)
) SS.
COUNTY OF Pierce)

Personally came before me this 11th day of March 2004, the above named **John J. Ruemmele** to me known to be the person who executed the foregoing instrument and acknowledge the same.

SANDRA GOELZER NOTARY PUBLIC STATE OF WISCONSIN

Sandra Goelzer

Sandra Goelzer, Notary Public

My Commission Expires: 9-9-07

Attest: Sharon Provos

Sharon Provos, Town Clerk/Treasurer

STATE OF WISCONSIN)
) SS.
COUNTY OF Pierce)

Personally came before me this 11th day of March, 2004, the above named **Sharon Provos** to me known to be the person who executed the foregoing instrument and acknowledge the same.

SANDRA GOELZER NOTARY PUBLIC STATE OF WISCONSIN

Sandra Goelzer

Sandra Goelzer, Notary Public

My Commission Expires: 9.9.07

This document drafted by:

Gwen Kuchevar
Rodli, Beskar, Boles & Krueger, S.C.
219 North Main Street
P.O. Box 138
River Falls, WI 54022

8. DRAFT CONSERVATION EASEMENT EXHIBIT #7

CONSERVATION EASEMENT

Timothy P. Morrow (hereinafter referred to as "Grantor") for himself and his 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 36.449 acres of the Grantor's real property, referred to as "the subject property" and more fully described as follows:

> A parcel of land located in part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin; described as follows:
>
> Commencing at the North Quarter corner of said Section 33; thence along the North-South line of the Southeast Quarter of said Section 33, S00º11'53"E a distance of 1308.82 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter and the point of beginning; thence, along the north line of said Southwest Quarter of the Northeast Quarter, S89º49'39"E a distance of 1326.21 feet to the northeast corner of said Southwest Quarter of the Northeast Quarter; thence along the east line of said Southwest Quarter of the Northeast Quarter, S00º15'55"W a distance of 1308.41 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter; thence along the east line of said Northwest Quarter of the Southeast Quarter, S00º18'08"W a distance of 362.62 feet; thence, along the boundary of that parcel of land described on Document Number 1068891, St. Croix County Register of Deeds, N89º50'38"W a distance of 135.05 feet; thence along said boundary, N62º06'31"W a distance of 112.32 feet; thence along said boundary, N54º33'03"W a distance of 151.80 feet; thence along said boundary, N65°22'11"W a distance of 258.62 feet; thence along said boundary, N53º54'24"W a distance of 233.21 feet; thence along said boundary, N46º39'284"W a distance of 172.99 feet; thence along said boundary, N33º08'14"W a distance of 202.61 feet; thence along said boundary, N55º06'58"E a distance of 50.96 feet; thence along said boundary, N20º23'31"W a distance of 258.11 feet; thence along said boundary, N22º05'25"E a distance of 213.08 feet; thence along said boundary, N52º55'39"W a distance of 417.50 feet to the north-south quarter line; thence along said quarter line, N00º11'53"E a distance of 280.30 feet to the point of beginning. Containing 36.449 acres of land more or less.
>
> And
>
> The Northwest Quarter of the Northeast Quarter of Section 33, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, EXCEPT the North 208.6 feet of the West 208.6 feet. Containing 39.0 acres of land more or less.
>
> Subject to right-of-way for Glendale Drive and subject to all easements, restrictions and covenants 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. Grant of Conservation Easement.
   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 Wis. Stats. §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 75.449 acres in size, more or less, consists of farmland and grasses and is currently zoned Exclusive Agricultural. One single-family dwelling with accessory buildings and structures is located on the that portion of the subject property as described in Exhibit A. No other 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. <u>40% Area; Fewer Development Rights Available</u>. On 40% or 30.18 acres of the subject property (the specific location of which shall be identified herein and 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) additionals lot 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.

8.927 acres of the 30.18 acres of the "40% Area" required to be identified by this Section 6.B. is hereby designated and identified as follows:

A parcel of land located in part of the Southwest Quarter of the Northeast Quarter and part of the Northwest Quarter of the Southeast Quarter of Section 33, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin; described as follows:

Commencing at the North Quarter corner of said Section 33; thence along the North-South line of the Southeast Quarter of said Section 33, S00º11'53"E a distance of 1308.82 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter and the point of beginning; thence, along the north line of said Southwest Quarter of the Northeast Quarter, S89º49'39"E a distance of 1326.21 feet to the northeast corner of said Southwest Quarter of the Northeast Quarter; thence along the east line of said Southwest Quarter of the Northeast Quarter, S00º15'55"W a distance of 1308.41 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter and the point of beginning; thence along the east line of said Northwest Quarter of the Southeast Quarter, S00º18'08"W a distance of 362.62 feet; thence, along the boundary of that parcel of land described on Document Number 1068891, St. Croix County Register of Deeds, N89º50'38"W a distance of 135.05 feet; thence along said boundary, N62º06'31"W a distance of 112.32 feet; thence along said boundary, N54º33'03"W a distance of 151.80 feet; thence along said boundary, N65°22'11"W a distance of 258.62 feet; thence along said boundary, N53º54'24"W a distance of 233.21 feet; thence along said boundary, N46º39'284"W a distance of 172.99 feet; thence along said boundary, N33º08'14"W a distance of 202.61 feet; thence along said boundary, N55º06'58"E a distance of 50.96 feet; thence N78º42'20"E a distance of 151.11 feet; thence N53º51'08"E a distance of 177.84 feet; thence S47º05'35"E a distance of 174.97 feet; thence S39º24'50"E a distance of 102.76; thence S56º31'00"E a distance of 285.00 feet; thence S58º51'19"E a distance of 175.27 feet; thence S74º31'52"E a distance of 109.24 feet to the point of beginning. Containing 8.927 acres of land more or less.

The remainder of the "40% Area" shall be described and identified in a later Addendum (whether one or more) to the Conservation Easement that encumbers the remainder of the 30.18 acres required to be identified as "40% Area" in such a fashion that the remaining 21.253 acres of the "40% Area" can never be further subdivided.

C. 60% Area; More Development Rights Available. On 60% or 45.27 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 remaining 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 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 remaining 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: Timothy P. Morrow
2056 81st Street
Balsam Lake, WI 54810

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:

_____ Date:_____

Timothy P. Morrow

ACKNOWLEDGEMENT

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

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

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

THE CONSERVATION EASEMENT IS HEREBY RATIFIED AND APPROVED BY GRANTOR'S MORTGAGEE.

GARY J. AND BRIAN J. INVESTMENTS, LLC

By:_____ Date:_____

Its:_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2026, the above-named _____ _____, 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:_____

Douglas Rowen, Town Chair

ACKNOWLEDGEMENT

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

Personally came before me this _____ day of _____, 2026, the above-named Douglas 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

EXHIBIT "A"

Buildings located on a parcel of land located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4, all in Section 33, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, and is described as follows: Commencing at the North Quarter corner of said Section 33; thence along the North-South line of the Southeast Quarter of said Section 33, S00º11'53"E a distance of 1308.82 feet to the northwest corner of said Southwest Quarter of the Northeast Quarter and the point of beginning; thence, along the north line of said Southwest Quarter of the Northeast Quarter, S89º49'39"E a distance of 1326.21 feet to the northeast corner of said Southwest Quarter of the Northeast Quarter; thence along the east line of said Southwest Quarter of the Northeast Quarter, S00º15'55"W a distance of 1308.41 feet to the northeast corner of said Northwest Quarter of the Southeast Quarter and the point of beginning; thence along the east line of said Northwest Quarter of the Southeast Quarter, S00º18'08"W a distance of 362.62 feet; thence N89º50'38"W a distance of 135.05 feet; thence along said boundary, N62º06'31"W a distance of 112.32 feet; thence along said boundary, N54º33'03"W a distance of 151.80 feet; thence along said boundary, N65°22'11"W a distance of 258.62 feet; thence along said boundary, N53º54'24"W a distance of 233.21 feet; thence along said boundary, N46º39'284"W a distance of 172.99 feet; thence along said boundary, N33º08'14"W a distance of 202.61 feet; thence along said boundary, N55º06'58"E a distance of 50.96 feet; thence N78º42'20"E a distance of 151.11 feet; thence N53º51'08"E a distance of 177.84 feet; thence S47º05'35"E a distance of 174.97 feet; thence S39º24'50"E a distance of 102.76 feet; thence S56º31'00"E a distance of 285.00 feet; thence S74º31'52"E a distance of 109.24 feet to the point of beginning:

____' x _____' Home Occupied at 50 Glendale Drive
____' x ____' Pole Shed
____' x ____' Pole Shed
_____ storage bins