

TOWN OF TROY
654 Glover Road, Hudson, WI 54016
Phone: (715)425-2665 Fax: (715)425-2551

PLAN COMMISSION MEETING will be held on Thursday, June 4th, 2026, at the Troy Town Hall at 6pm.

Site Visit at 4:30 PM: 174 Carlson Lane River Falls and 570 Coulee Hudson, WI.

AGENDA:

1. Call meeting to order
2. Roll Call
3. Public Input to the Plan Commission
4. Approve Minutes of April 30th, Plan Commission meeting
5. Public Hearing to Consider a Conditional Use Permit:
Applicant: Butterfly Path LLC
Site Location: 570 Coulee, Hudson WI.
PID: 040-1038-06-250
Request: To consider operating a senior center
6. Discuss and consider a conditional use permit application to operate a senior center at 570 Coulee Hudson WI.
Applicant: Butterfly Path LLC
Site Location: 570 Coulee, Hudson WI.
PID: 040-1038-06-250
Request: To consider operating a senior center
7. Consideration for Rezoning and Whole Farm Plan for Bennett Property
Applicant: Nora and John Bennett
Site Location: 174 Carlson Lane River Falls, WI.
PID: 040-1111-50-201
Request: To split the current lot into 2 lots
8. Discussion and Consideration and scope of Comprehensive Plan amendments
9. Update and Discussion on City of Hudson Cooperative Boundary Plan
10. Correspondence
11. Potential items for future meetings

12. Adjourn

Action may be taken on any agenda item.

This is official notice that a quorum of the Town Board Supervisors may be present at the Plan Commission Meeting at the date, time and location above. This is not a formal meeting of the Town Board. The purpose of the Town Board Supervisors' attendance is to gather information. No formal discussion or action will be taken by the Supervisors. This agenda and meeting location is subject to change. The posted agenda at the Town Hall is the primary notice.

April Fredrick
Clerk/Treasurer

May 28, 2026

Troy Town Hall
654 N Glover Road
Hudson WI, 54016

Dear Town of Troy Planning Commission,

I am a resident of Troy Township, and I am writing in support of The Butterfly Path permit application for a senior wellness facility at the former Cracked Barrel Winery location.

Reimagining this space as a senior wellness center is a thoughtful and meaningful way to repurpose the property while meeting an important need in our community. The 17.5-acre site would provide ample room for both indoor and outdoor activities, including gardening, workshops, wellness programming, and gathering spaces for speakers, fellowship, and connection. It has the potential to become a welcoming place where older adults can stay active, engaged, and supported.

I also personally know Clarissa Mireau. Her daughters attend Saint Patrick's Catholic School, where I have the privilege of being one of their teachers. Through our school community, I have seen firsthand Clarissa's dedication and leadership. She volunteers in many ways, including coaching volleyball, and consistently demonstrates thoughtfulness, accountability, and sound judgment. I have every confidence in her ability to lead this facility with care and integrity.

I also believe a center like this would be a valuable addition to Troy Township and would greatly enrich our community. As English poet Robert Browning once wrote, *"Grow old along with me! The best is yet to be."* I believe 570 Coulee could become a place where people can grow older together surrounded by support, friendship, and a strong sense of community.

Thank you for your consideration.

Sincerely,

Katie Stringer

444 Artisan Meadow Drive
Hudson, Wisconsin 54016
612-963-3323
kstringer@stpatrickeducenter.org

To the Town of Troy Board and Community Members,

My name is Lucy Sullivan, and I am writing in support of the Butterfly Path Team's proposition for the conditional use permit for the Cracked Barrel Winery at 570 Coulee Trail to convert into a senior wellness hub. I write this letter from two perspectives: as a lifelong resident of Hudson and as a Doctor of Physical Therapy who has dedicated my career to helping people maintain their strength, mobility, independence, and quality of life. As our community continues to grow, so does the need for purposeful spaces that serve our older adult population. Hudson is a wonderful place to live, but there are limited opportunities specifically designed to help seniors stay active, socially connected, and engaged. The proposed senior center would fill an important gap by providing a central location where older adults can gather, learn, exercise, volunteer, and build meaningful relationships.

From a healthcare perspective, the benefits of such a center are significant. Research consistently shows that social engagement, regular physical activity, and community involvement are among the most effective ways to reduce fall risk, maintain independence, improve mental health, and promote longevity. Isolation and inactivity often lead to declines in strength, balance, confidence, and overall health. By creating a space where seniors can participate in exercise programs, educational events, recreational activities, and social gatherings, we are investing in the long-term health of our community. One of the most common concerns I hear from my elderly patients is loneliness. Nearly every week, I have patients tell me they are looking for things to do, places to go, or people to spend time with. Many have lost spouses, live alone, or find it difficult to maintain social connections as they age. They often ask me what resources are available locally, and too often I struggle to provide meaningful options. As a healthcare provider, it is frustrating to recognize this need and have few places to direct them.

A dedicated senior center would change that. It would provide a centralized resource for older adults seeking connection, activity, and support. It would also create opportunities for healthcare professionals like myself to share important health information with larger groups, including education on fall prevention, strength training, balance, healthy aging, and maintaining independence. The ability to reach seniors proactively—before injuries and health issues occur—would be a tremendous benefit to both individuals and the broader community. I respectfully encourage the Board to support this proposal and help create a lasting resource for the seniors who have contributed so much to our community throughout their lives.

Thank you for your time and consideration.

Sincerely,

Lucy Sullivan, PT, DPT

April Fredrick

From: Veronica Guzman <guzmanvg1@gmail.com>
Sent: Sunday, May 31, 2026 7:35 PM
To: April Fredrick
Subject: Letter of Support: 570 Coulee Conditional Use Permit Application

Dear Town of Troy Plan Commission and Clerk,

I am writing to express my strong support for the Conditional Use Permit (CUP) application for 570 Coulee (570 Coulee Trail), which is scheduled for a public hearing before the Town of Troy Plan Commission on June 4th.

As a retired teacher with the Hudson School District, I spent most of my career teaching at River Crest Elementary, which is located right down the road from the 570 Coulee property. I know firsthand how invaluable a resource like this will be for both the River Falls and Hudson communities. St. Croix County's 65+ demographic is its fastest-growing age group, and this center will offer an essential space for older adults to build deep social connections, participate in active experiences, and find a true sense of belonging. I also see potential for intergenerational connections.

I have personally worked with the individuals organizing and managing the development of this special place across a variety of capacities over the years—whether leading a book club, raising funds for our school, organizing events for the PTO, volunteering in classrooms, or serving as mentors. These individuals are dedicated, hardworking visionaries, and everything they do turns into a great success. I can completely attest to their capability and integrity in bringing this project to life.

Please make the choice to support this organization and their mission to promote social belonging through wellness, creativity, and intergenerational engagement.

Thank you for your time and consideration.

Sincerely,
Veronica Guzman
651-399-6842

April Fredrick

From: Karen Olson <klolson7@gmail.com>
Sent: Sunday, May 31, 2026 11:18 AM
To: April Fredrick
Subject: CUP for 570 Coulee Trail Property

Hi! I am writing to express my 100% support of the application for the CUP at 570 Coulee Trail. I have been in contact with The Butterfly Path, Inc. and have been provided more information regarding their proposed use and their vision for the property. In my opinion, their vision is exactly what the community of Hudson needs and has been lacking for many many years. My family moved to Hudson in 1970 and I have lived in Troy Township since 2014, so I am very familiar with the community. I am also an "older adult" who would use and benefit from the proposed center. Having the center in Troy Township would be a huge asset!

Please consider approving the application! Thank you!

Karen Olson
456 County Road U
Hudson, WI 5416

Dawn F. Lane

306 Empire Builder Drive
Hudson, WI 54016
dawn.f.lane@icloud.com

May 30, 2026

Troy Township Board Members
654 Glover Road
Hudson, WI 54016

Dear Board Members,

My name is Dawn Lane and I am a ten-year plus resident of Troy Township. I am writing in support of the proposed 570 Coulee project.

I was surprised and pleased to hear that there was a proposal to use the property at 570 Coulee as a central organizing space, or hub, for activities that benefit intergenerational activities and programs, especially those benefiting older adults. I thought it sounded brilliant: great location, great space, and great purpose!

As a St. Croix County retiree, I have found my niche in volunteering. I am a CASA (Court Appointed Special Advocate) and a Strong Bodies leader. Strong Bodies promotes physical wellness and social connections for people of all ages, but is especially appreciated by the 50+ crowd. It is in my role as one of the leaders of the Strong Bodies program that I have discovered that there are some weaknesses in our programming and opportunities for seniors in our area. Our program was initially supported by UW Extension. When they had cutbacks, our program was sent to ADRC for support and funding. Our program is run by volunteers, meets in a local church, and requires very little support, but we regularly feel the precarious nature of our survival. Our enrollment and attendance is great, but who do we belong to? How do people find out that we exist? How can we grow the program to serve more adults looking to improve their quality of life through strength, balance, and flexibility in a socially motivating atmosphere? These are some of the questions that could be addressed by a center like 570 Coulee. We may not want to run the program at that site, but the site can be a place where people and programs are connected. I love this idea!

Please consider approving and supporting the 570 Coulee proposal.

Sincerely yours,

Dawn F. Lane

April Fredrick

From: Alysha <huntingmom81@gmail.com>
Sent: Monday, June 1, 2026 7:54 AM
To: April Fredrick
Subject: Support for the sale of Cracked Barrel Winery

Dear Members of the Hudson Town Board,

We are writing to share our full support for the sale and renewed use of the winery property, and to express how meaningful this sale could be for the Hudson community, like the winery was. As long-time patrons of the winery, and as individuals deeply committed to fostering connection, education, and engagement for older adults, we feel strongly that this opportunity represents something truly special for our area.

There is a clear and growing need for accessible, welcoming senior programming in our community. Many residents are looking not only for social connection, but also for ways to remain active, continue learning, and contribute their skills and experiences. The vision for this property—a place where seniors can gather, volunteer, take part in events, and even learn basic hands-on skills—fills a genuine gap in local resources.

The location itself makes exceptional sense. The open, peaceful acreage offers a rare blend of natural beauty and practical accessibility. Its proximity to both Hudson and River Falls, along with convenient access from Highways 35 and 94, makes it easy for community members across the region to participate. It is uncommon to find a property that can serve functional needs while still preserving the unique character that made the winery such a beloved part of the area.

On a personal note, we have seen firsthand how meaningful senior programming can be. Whether through attending events with parents and grandparents, participating in community workshops, or hoping for more opportunities as we grow older, we recognize how important it is to have spaces that foster connection, learning, and belonging. The senior center envisioned for this site is exactly the kind of place where those moments can happen. . We would be eager to support the center ourselves, whether through volunteering, participating in programs, or helping with events.

Please consider the sale of the Winery. For any neighbors who are pushing back for this sale, should be ashamed of themselves. Not only should they decide who buys and moves into a property (they don't get their choice for a sale of a home). It will be used for a great purpose. The location is out of site from any of the neighborhoods, and would bring less traffic than the winery did at peak times.

Thank you for your time,

Alysha Schyma

April Fredrick

From: burst@emailmeform.com on behalf of Mary Kostuch <burst@emailmeform.com>
Sent: Wednesday, May 20, 2026 11:04 AM
To: April Fredrick
Subject: Feedback via the Town of Troy - Contact Us Form [#471]

Name*: Mary Kostuch

Email*: mbkos3024@gmail.com

**Contact
Number*:** 715-308-4204

Subject*: Support of the Cracked Barrel Winer

Message*:

Dear Town Troy,
We are in favor of the sale of the Cracked Barrel Winery to the Butterfly Path project. I feel that this would be a great project for the our local area. We live about a mile from there and are looking forward to being part of the Butterfly Path project !!
Thank you for your time.
Mary Kostuch
596 Tower Rd
Hudson, Wi

Visitor IP: 2600:1014:b0a7:106c:700b:d27:6de5:143b

April Fredrick

From: burst@emailmeform.com on behalf of Donna M Smith <burst@emailmeform.com>
Sent: Wednesday, May 20, 2026 11:37 AM
To: April Fredrick
Subject: Feedback via the Town of Troy - Contact Us Form [#472]

Name*: Donna M Smith

Email*: dmsmith1789@gmail.com

**Contact
Number*:** 7154101918

Subject*: 54016

Message*: Dear Town Troy,
We are in favor of the sale of the Cracked Barrel Winery to the Butterfly Path project. I feel that this would be a great project for the our local area. We live about a mile from there and looking forward to be part of the Butterfly Path project !!
Donna and Jeffrey Smith
515 Old Highway 35 S. Hudson

Visitor IP: 64.33.138.139

Kristen Koepke
570 Coulee Trl, Hudson
612-201-4084
6/1/2026

To: Troy Planning Commission / Township Board

Re: Support for the Approval of a Conditional Use Permit for The Butterfly Path (Local Non-Profit)

Dear Troy Planning Commission / Township Board Members,

I am writing to offer my full support for the proposed Conditional Use Permit for The Butterfly Path.

For the past 13 years, this property was not simply a business location for us—it was our passion and our commitment. We worked tirelessly to build a welcoming space and to create a place that contributed to the community we call home. As we now approach retirement and focus on time for ourselves, we are also deeply committed to ensuring that the property continues to be used in a way that honors what it has meant to us.

It has been a challenge to find another “fit” for the property—where we can confidently say it will care for with the same pride, dedication, and community-minded purpose we brought to it. We believe we have found that fit in The Butterfly Path.

The Butterfly Path’s vision is to build and create a space for active seniors. Their plan will function very similarly to what we were previously authorized to do as Cracked Barrel Winery. They intend to offer community-focused activities such as painting classes, candle making, wood projects, book clubs, and other structured gatherings—all of which reflect the kinds of events that strengthen our community and serve the public.

In addition, The Butterfly Path is committed to developing new programs that engage retired individuals in meaningful ways. As we age, it is important to stay connected, keep moving, and maintain both mental and physical well-being. The Butterfly Path plans to provide a dedicated space that supports that goal, including opportunities for small group engagement and learning.

Importantly, everything they are requesting and planning has been consistent with the general purpose we were previously given permission to pursue. We believe their proposal is thoughtful, community-driven, and aligned with the intent of the Conditional Use Permit process.

We have been impressed by their heart, passion, and purpose. I am genuinely proud that they have chosen the former site of Cracked Barrel Winery for their dream. I support this request wholeheartedly and ask the Township to approve the Conditional Use Permit so that The Butterfly Path can begin creating this important community resource.

Thank you for your time, consideration, and service to our community.

Sincerely,

Kristen Koepke

GOULDSON COMPANIES INC

Attn: Troy Township

Date: June 1st, 2026

Ref: Property at 570 Coulee Trail, Hudson

Sirs,

It has been asked of me to write to you with a letter of my opinion in regard the transition of the property at 570 Coulee Trail - formerly Cracked Barrel Winery - to a new life as something similar but with community events at the location.

As a frequent visitor, and with many friends in the area, I would be hard pressed to think of a better use for the location. As a venue it is sited so as not to be in any way a nuisance to the neighborhood, while also attractive to further afield visitors as an easy to reach and beautiful rural getaway destination. In fact, the Winery was frequented by many of the neighbors, often walking or bike riding to the location, and I feel it will again become a part of their community,

The goodwill built by the Winery will pass forward smoothly to the new owners, and it will be theirs to build upon. Once active again, I feel it will fast become a known location that will enhance the popularity and good standing of the Township.

Sincerely,



John Gouldson
ph: 612.840.1754
john.gouldson@gouldsoncompanies.com

Stephanie Campbell

524 Marson Drive
Hudson WI, 54016
skcampbell5@gmail.com

June 2nd, 2026

Town of Troy

654 Glover Road
Hudson WI 54016

Dear Board of Town of Troy,

It is with excitement that I am writing in support of 570 Coulee: Where Generations Flourish program.

I gained knowledge of 570 Coulee from a community member and instantly felt it was a much needed program within our community. A designated location to implement the concepts of the flourishing model for health is essential for the well being of our older adult population especially considering there is not an existing program in our area.

I further read about the flourishing model of health through studies by Harvard University and psychology platforms to understand how crucial this model is to humans with no exception to those over 55 years of age. All generations deserve to flourish and be as physically, socially, and cognitively active as possible while having a sense of community. The core base of "community" is offering experiences in a setting with others that have a common purpose and sense of cohesiveness, 570 Coulee will offer those aspects with their initiative.

Beyond the numerous benefits for our community's older adult population, I am also in favor of preserving the acres of land that offer beauty to our neighborhood. My home is near the location of 570 Coulee therefore my family often walks and bike rides in the area. I value the open natural, green acreage that aligns with our family's reason for living there. The space is a beautiful destination for 570 Coulee to take roots and flourish into our community.

In conclusion, I fully support the initiative of 570 Coulee and would find it an honor to have this program in our Town of Troy community.

Sincerely,

Stephanie Campbell

April Fredrick

From: Cortney Hauschildt <cort2416@gmail.com>
Sent: Tuesday, June 2, 2026 12:41 PM
To: April Fredrick
Subject: Support for 570 Coulee Community Gathering Space

Town of Troy Board Members,

I am writing in support of the proposed community gathering space, 570 Coulee. This project represents an important opportunity for our area, offering a place centered on healthy aging, wellness, social connection, and a strong sense of belonging and purpose.

A space like 570 Coulee would serve as a meaningful resource for our older residents. It promotes community engagement, encourages stewardship of the land, and provides a welcoming environment where people can gather, learn, and support one another. The surrounding communities would benefit greatly from having a dedicated place that strengthens social ties and enhances overall well-being.

I believe 570 Coulee would be a valuable asset to the Town of Troy and respectfully encourage your support in helping this project move forward.

Thank you for your consideration.

Sincerely, Cortney Hauschildt

276 Glenmont Rd

River Falls, WI

54022

April Fredrick

From: Cheryl Klanderman <cherylklanderman@gmail.com>
Sent: Tuesday, June 2, 2026 7:19 PM
To: April Fredrick
Subject: 570 Coulee

June 2, 2026

Good Afternoon Board Members,

We have resided in our home in this township for 28 years. When we moved in, our children were small and we were young. Our focus was on the education of our children and the security of our family in this township. Blink. Our children have grown (all from the Hudson school district), we have retired (both from the Hudson school district) and now we are interested in what our township offers for our generation. It is extremely exciting to see the 507 Coulee: Where Generations Flourish project proposal. This center would utilize existing property that is a wonderful gathering location. WE (yes, we all reach the age of senior status) would be provided a place to socially connect and maintain our integrity as vital citizens in this township.

I want to personally assert that I know Heidi Fett. She has devoted enormous amounts of heart driven hours to this project. Heidi has worked with the Senior Center in its former location at Agave to Go Go. The activities that she helped to organize and followed through with provided a wonderful opportunity for older adults to be active and thriving. She has a passion in the recognition of needs for aging adults. Her research into this project is detailed and with substantial data for its merit.

We are sincerely hoping that you will approve this project and can look forward to seeing Troy township foster the needs of all of its residents.

Sincerely,
Cheryl and Mark Klanderman

April Fredrick

From: Megan Miller <megsmiller@yahoo.com>
Sent: Tuesday, June 2, 2026 2:07 PM
To: April Fredrick
Subject: Support for potential new senior center

My husband, Mike and I have lived in the Town Of Troy for 19 years. We would love to see the old Cracked Barrel site turn into a senior center because we've learned about the organizer's vision/intention to preserve the agricultural nature of the property that already exists. Other commercial businesses would probably not do that. Previously, we know it was a garden center of some sorts, but now it has now turned into a beautiful looking property.

We also believe it could be a selling point to future homeowners knowing that there is an affordable opportunity for activity and connection very close by.

We see this as something that can continue to make our town unique and helpful to the community just like the Town Of Troy Recycling Center, which we have supported/relied on for most of the time that we have lived here on a weekly basis.

Thank you for your consideration,

Megan and Mike Miller
473 Omaha Rd

DRAFT

PLAN COMMISSION MEETING

Town of Troy

April 30, 2026

Hudson Wisconsin 54016

Members Present: Doug Rowen, John Bjorseth, Dean Albert, Dan Pearson

Members Absent: Warren Vollmar, David Wolf, Pete Hawksford

Staff Present: Rob Jones, David Carlson

Recording Secretary: Amanda Randall

Others present: Evonne and Michael Ganz

Site Review Attendance: Doug Rowen, John Bjorseth, Dan Pearson, Rob Jones, Evonne and Michael Ganz

AGENDA:

1. Call meeting to order
2. Roll call
3. Public input to Plan Commission
4. Approve minutes of April 2, 2026 Plan Commission meeting;
5. Public Hearing to consider a Conditional Use Permit:
Applicant: Settlement Hill Farm
Site Location: 565 County Road U
PID 040-1001-20-100
Request: To consider amending the current conditional use permit to allow consumption of alcohol.
6. Consideration and possible action on recommending approval of a Conditional Use Permit:
Applicant: Settlement Hill Farm
Site Location: 565 County Road U
PID: 040-1001-20-100
Request: To consider amending the current Conditional Use Permit for approval of a consumption of alcohol.
7. Discussion and Consideration of Comprehensive Plan Updates-Process and Updates
8. Correspondence
9. Potential items for future meetings
10. Adjourn.

AGENDA:

1. Call to order

Plan Commission Chair Doug Rowen called the meeting of the Troy Plan Commission to order at 6:00 p.m.

2. Roll Call

Present were Doug Rowen, John Bjorseth, Dean Albert, and Dan Pearson.

3. Public Input

There was no public input.

4. Approve minutes of April 2, 2026 meeting:

The minutes of the April 2, 2026 Plan Commission meeting were previously distributed. **John Bjorseth moved to approve the minutes of the April 2, 2026, Plan Commission meeting. Doug Rowen seconded. Roll call vote – all ayes. Motion carried.**

5. Public Hearing to consider a Conditional Use Permit:

Applicant: Settlement Hill Farm

Site Location: 565 County Road U

PID 040-1001-20-100

Request: To consider amending the current Conditional Use Permit for approval of a liquor license

Doug Rowen called the public hearing for a Conditional Use Permit for Settlement Hill Farm, 565 County Road U, to order at 6:03p.m. Chair Rowen called for public comment three times and as no one asked to speak, the public hearing closed at 6:04 p.m.

6. Consideration and possible action on recommending approval of a Conditional Use Permit:

Applicant: Settlement Hill Farm

Site Location: 565 County Road U

PID: 040-1001-20-100

Request: To consider amending the current Conditional Use Permit for approval of a liquor license

Applicant Evonne Ganz, 565 County Road U, spoke to their application to amend their existing Conditional Use Permit for approve consumption of wine and beer during events. They are requesting an amendment to explicitly allow the consumption of alcohol on the premises in conjunction with the approved event venue use to comply with changes to liquor licensing in Wisconsin that went into effect January 1, 2026. Previously, renters of public spaces were allowed to bring in alcohol for consumption and a licensed bartender was required; the law has now changed to requiring a liquor license for even just consumption of alcohol in additional public spaces. They are proposing no changes to their existing CUP other than the wine and beer consumption and will continue the use as a low-frequency, seasonal event venue. Rob Jones noted that the existing CUP for this property did not explicitly address alcohol consumption or service when it was approved in 2018. The Town's liquor license ordinance, Chapter 74, allows some liquor licenses to be issued in non-commercial districts only if the use is permitted or if a CUP specifically authorizes alcohol consumption or sales. The granting of the liquor license itself will be a separate action by the Town Board. The applicant inquired if sales would be allowed as well. Chairperson Rowen clarified that the public hearing notice only referenced consumption of alcohol, so sales could not be considered or recommended at this meeting. The different types of liquor licenses were briefly reviewed for the Plan Commission.

Applicant Mike Ganz is certified as a bartender, which is also needed to be approved for liquor license even though they would not be selling alcohol. They are interested in holding some mid-week corporate-type events during daytime hours; this would not change the approved hours of operation. Rob Jones reviewed the number of events allowed annually under the Agriculture Tourism portions of Town Ordinances.

Chair Rowen mentioned that this property will be served by the the Hudson Fire District as of January 1, 2027, and that they should have the Hudson Fire Inspector also review the property and discuss ongoing fire inspections and potential need for a lock box..

John Bjorseth moved to recommend approval of the Conditional Use Permit amendment for the Settlement Hill Farm property, 565 County Road U, to allow alcohol consumption in conjunction with the approved event venue use, subject to conditions, based on the following findings:

1. The Plan Commission conducted a public hearing on April 30, 2026, and has considered all oral and written testimony received as part of the record.
2. The proposed amendment is a modification to an existing approved conditional use and does not expand the intensity, footprint, or operational scale of the use.
3. The use, as amended, remains consistent with the purpose and intent of Chapter 170 and is compatible with the surrounding agricultural and rural residential context.
4. The addition of alcohol consumption represents an operational component commonly associated with event venues and does not inherently alter the character of the approved use.
5. Any potential impacts related to the amendment can be reasonably mitigated through conditions applied to the Conditional Use Permit.
6. Approval of the amendment provides the necessary zoning framework for the Town Board to consider issuance of a liquor license in compliance with Wisconsin Statutes and Town ordinance.
7. The Conditional Use Permit shall incorporate the following additional or modified conditions as determined appropriate by the Town board based on the Plan Commission recommendation and public hearing record: adding a 9th condition to the Conditional Use Permit that alcoholic beverage may be consumed on the property. In addition, the term “alcoholic beverages” means wine and beer under the current statutes. Dean Albert seconded. Doug Rowen made a friendly amendment to add that annual inspections conducted by the appropriate fire department and any other elements of Chapter 58 of the Fire Department Ordinance are complied with. John Bjorseth and Dean Albert agreed to the friendly amendment. Doug Rowen made a friendly amendment that the Conditional Use Permit document should have a statement that explains the overall conditional use category being a Major Home Occupation with Ag Tourism as the classification of this particular use to further define the rationale behind the decision. John Bjorseth and Dean Albert agreed to the amendment. Roll call vote - all ayes. Motion carried.

7. Discussion and Consideration on Comprehensive Plan Updates-Process & Updates

Rob Jones provided an update on the Comprehensive Plan. He reviewed the transportation maps included in Chapter 4 of the Plan: the functional classification map, potential corridors map, and the bike and pedestrian facilities. He discussed the potential corridors map, and its use during subdivision application review. He noted that the future Troy Commerce Drive is shown but needs to be modified to show that it has been partially built. Chair Rowen would like to see potential connectivity in relation to the new fire substation that could get additional properties within five miles of one of the stations serving Troy. For the bike and pedestrian facilities, it was suggested to add a color for proposed off-road trails. Since all Town roads are open for biking, and state standards have changed significantly since the last Comprehensive Plan, recommendation was to remove the “alternative unimproved local routes.” The easement along Troy Commerce Drive will also be added to show the future potential off-road path.. Cedar Corp. will finish up the narratives in the coming weeks and believes the website should be ready for public access by May 9th. Rob Jones will resend the hub link to the Commission members and requested that the Comprehensive Plan be added to the upcoming Staff agenda.

8. Correspondence

There was no correspondence to review. Chair Rowen announced there will be a Workshop on the Water coming up in July held jointly by the Wisconsin and Minnesota DNR's, if anyone is interested in attending.

9. Potential items for future meetings

There is one potential application for next month and potentially a Conditional Use Permit application. Chair Rowen hopes to be able to discuss the cooperative boundary agreement that is being worked on with the City of Hudson; the framework may be ready soon for public input.

10. Adjourn

**Dan Pearson moved to adjourn the meeting of the April 30, 2026, Plan Commission 7:28 at p.m.
Dean Albert seconded. Motion carried.**

NOTICE OF PUBLIC HEARING
TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN

In accordance with Section 19.84, Wisconsin Statutes, and Chapter 170 (Zoning Code) of the Town of Troy Municipal Code, public notice is hereby given that the Town of Troy Plan Commission will conduct a public hearing on **June 4, 2026, at 6:00 p.m.** The hearing will be held at the Town of Troy Town Hall, 654 Glover Road, Hudson, Wisconsin.

Purpose of Hearing:

The purpose of the hearing is to consider an application for a Conditional Use Permit (CUP) within the Agricultural Residential District (AG-RES), as described below:

570 Coulee Trail Property

An application submitted by The Butterfly Path, Inc., involving approximately 18.01 acres of land located at 570 Coulee Trail, Hudson, Wisconsin, identified by Parcel Identification Number (PID): 040-1038-66-250.

The petitioner is applying for a Conditional Use Permit to operate a business classified as "Non-profit religious, community service, recreational and educational retreat facilities" within the AG-RES District. The proposed use includes community gathering spaces, educational programming, recreational activities, and related accessory uses within the existing structures and site improvements.

Public Participation:

Interested parties are invited to attend the public hearing and provide oral testimony. Written testimony may be submitted to the Town prior to the hearing. Anonymous correspondence will not be accepted.

Availability of Materials:

All application materials related to this request are available for public review at the Town of Troy Town Hall, 654 Glover Road, Hudson, Wisconsin, during regular business hours (Monday – Thursday, 9:00 a.m. to 2:00 p.m.).

David Carlson
Town of Troy Administrator

Publication Dates: **May 21, 2026, and May 28, 2026**

Date	June 2, 2026
To	Town of Troy Plan Commission
From	Robert Jones
Subject	The Butterfly Path, LLC -- Conditional Use Permit

1. Background – Existing Site Conditions

The subject property consists of approximately 18.01 acres located at 570 Coulee Trail within the Agricultural Residential (AG-RES) District and LECR Overlay District. The property contains an existing residence, detached accessory structures, parking areas, landscaped grounds, former vineyard plantings, and associated site improvements.

The property has a history of conditional use approvals. In 2013, St. Croix County approved a Special Exception Permit authorizing operation of a vineyard and winery as a limited commercial recreational activity. Following the Town's assumption of zoning administration authority, the Town adopted and amended the permit in 2016 and subsequently approved additional amendments in 2017 addressing operational hours, food service, live music, and related activities.

The existing approvals are associated with operation of the Cracked Barrel Winery. The current application proposes a different principal use and is therefore being reviewed as a new Conditional Use Permit under Chapter 170.

The surrounding area consists primarily of agricultural and rural residential land uses.

Surrounding Land Uses

North: AG-RES – Primarily residential land use

South: AG-RES / LECR – Primarily agricultural land use

East: AG-RES / LECR – Primarily agricultural land use and the STH 35 transportation corridor

West: AG-RES – Primarily residential land use

Environmental Considerations

The property contains a combination of maintained grounds, former vineyard areas, open agricultural land, and wooded slopes. Topography generally falls from the developed portion of the site toward the west and northwest. A regional drainage corridor crosses STH 35 north of the property and continues westward toward a culvert crossing on Coulee Trail. Portions of the western side of the parcel contain mature vegetation, steeper slopes, and areas of standing water that provide natural screening from adjacent properties.

Access and Transportation

The property is served by an existing driveway connection to Coulee Trail. The site has no direct access to STH 35, which forms the eastern boundary of the property. Existing parking and circulation improvements established during operation of the winery remain available for site operations.

2. Proposed Conditional Use

The applicant, The Butterfly Path, Inc., is requesting approval of a Conditional Use Permit to operate a non-profit religious, community service, recreational and educational retreat facility.

According to the application materials, the proposed use would provide programming focused on senior citizens and community members, including:

- Social gatherings and group activities
- Educational presentations and support programs
- Maker-space activities
- Gardening, conservation, and outdoor educational activities
- Community events and seasonal gatherings
- Recreational and wellness programming

The applicant proposes utilizing existing buildings and site improvements with minimal physical changes to the property. No significant expansion of structures, parking areas, or site disturbance is proposed.

The applicant indicates that alcohol service would not occur as part of daily operations. However, the organization has expressed an intent to pursue Class B Beer and Wine licensing and may offer beer and wine service during certain events, educational programs, community gatherings, and special functions.

Programming is anticipated to occur primarily during daytime and early evening hours. The applicant indicates that organized activities would generally conclude by 9:00 p.m.

3. Conditional Uses in the AG-RES District

The AG-RES District permits certain institutional, recreational, educational, and community-oriented uses through the Conditional Use Permit process.

Conditional uses are generally afforded a presumption of approval when an applicant demonstrates compliance with applicable ordinance standards and when site-specific conditions can reasonably mitigate potential impacts.

Conditional Use Permits run with the land and may include conditions related to:

- Hours of operation
- Parking and traffic management
- Outdoor activities
- Lighting
- Noise control

- Site maintenance
- Screening and buffering
- Operational characteristics

Role of the Plan Commission and Town Board

The role of the Plan Commission is to conduct a public hearing, evaluate the proposed use against the standards established in Chapter 170, and provide a recommendation to the Town Board.

The Town Board serves as the final decision-making authority and may approve, approve with conditions, or deny the request based upon the findings required by ordinance.

Relationship to Liquor Licensing

The applicant has indicated an intent to pursue Class B Beer and Wine licensing in the future. Under Chapter 74 of the Town Code, the Town may only issue a liquor license where the underlying zoning permits the activity. For properties operating under a Conditional Use Permit, alcohol sales, service, or consumption should be expressly authorized as part of the approved conditional use before a license may be considered.

Accordingly, the first question before the Plan Commission is not whether a liquor license should be issued, but whether alcohol service is a compatible and appropriate component of the proposed conditional use. If the Conditional Use Permit authorizes alcohol service, the applicant may subsequently seek a license from the Town Board. Any such license would remain subject to the requirements of Wisconsin Statutes Chapter 125 and Chapter 74 of the Town Code and would require separate review and approval.

Approval of this Conditional Use Permit does not grant a liquor license. It establishes the zoning framework necessary for the Town Board to consider a future liquor license application.

4. Compatibility with the Classification

Before evaluating operational impacts, the Plan Commission should consider whether the proposed use is appropriately categorized within the conditional use classification identified by the applicant. The application has been submitted under the AG-RES conditional use category:

"Non-profit religious, community service, recreational and educational retreat facilities, uses, structures and accessory structures."

The proposed operation includes elements commonly associated with community service, educational, and recreational facilities. The application describes senior-focused programming, educational workshops, community gathering opportunities, conservation activities, maker-space programming, and wellness-oriented activities.

The ordinance does not provide detailed definitions for the individual components of this use category.

As a result, the Plan Commission may wish to discuss whether the proposed operational model falls within the scope and intent of the conditional use classification and whether the various activities described in the application are consistent with its interpretation of that use. If the Commission determines that the proposed activities reasonably fit within the listed conditional use category, the review may then proceed to evaluation of site suitability and potential impacts.

5. Considerations and Potential Conditions

Conditional Use Permits must be supported by findings that the proposed use will not be detrimental to public health, safety, or welfare; will remain compatible with surrounding land uses; will not substantially impair neighboring properties; and generally be supported by the site improvements.

The Plan Commission is evaluating a new conditional use on a property that has historically accommodated a public-oriented conditional use. Existing access, parking, circulation areas, and developed portions of the site have been established for that use. The applicant proposes to utilize existing buildings and site without substantial expansion.

As part of its review, the Plan Commission may consider whether site-specific conditions are necessary to ensure compatibility with surrounding properties and compliance with Chapter 170. *[See the potential areas for conditions in the drafted motion.]* Potential conditions should be tailored to address identifiable impacts associated with the proposed use while allowing reasonable operation of the facility.

6. Possible Motion

Motion to recommend approval of a Conditional Use Permit for The Butterfly Path, Inc., located at 570 Coulee Trail, for operation of a non-profit religious, community service, recreational and educational retreat facility, subject to conditions, based on the following findings:

1. The Plan Commission conducted a public hearing and considered all oral and written testimony received as part of the record.
2. The Plan Commission finds that the proposed use is appropriately classified under the conditional use category of "Non-profit religious, community service, recreational and educational retreat facilities, uses, structures and accessory structures."
3. The proposed use is compatible with the surrounding agricultural and rural residential character of the area.
4. Existing access, parking, and site improvements provide a suitable framework for the proposed operation.
5. The proposed use is not expected to create unreasonable impacts to neighboring properties when operated in accordance with permit conditions.
6. Potential impacts related to traffic, parking, noise, site operations, and related activities can be reasonably mitigated through conditions applied to the Conditional Use Permit.
7. The Conditional Use Permit shall incorporate the explicit conditions determined appropriate by the Town Board based upon the Plan Commission recommendation and public hearing record.

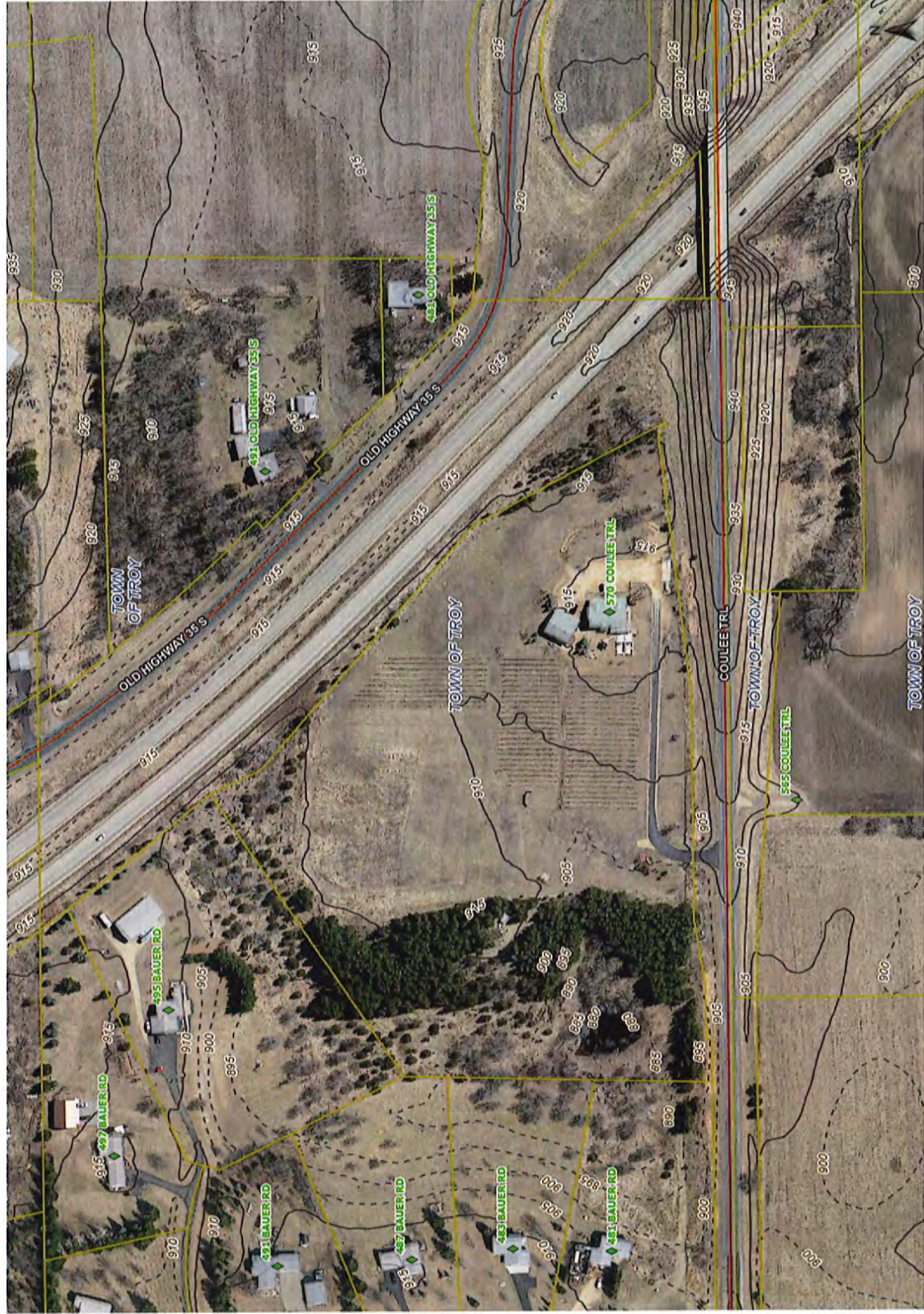
Potential areas for consideration include:

1. Hours and days of operation
2. Event scheduling, attendance, or occupancy limitations
3. Parking and traffic management
4. Outdoor activities and amplified sound
5. Alcohol service and licensing consistency
6. Future expansion of facilities or operational intensity

7. Attachments

1. Site Map
2. Zoning District Map

Created by: rcj



- Address Points
 Buildings Footprints
 County Roads
 Local Roads
 Parcels
 Towns
 1 ft Contour
 Index
 Intermediate
 Index Depression

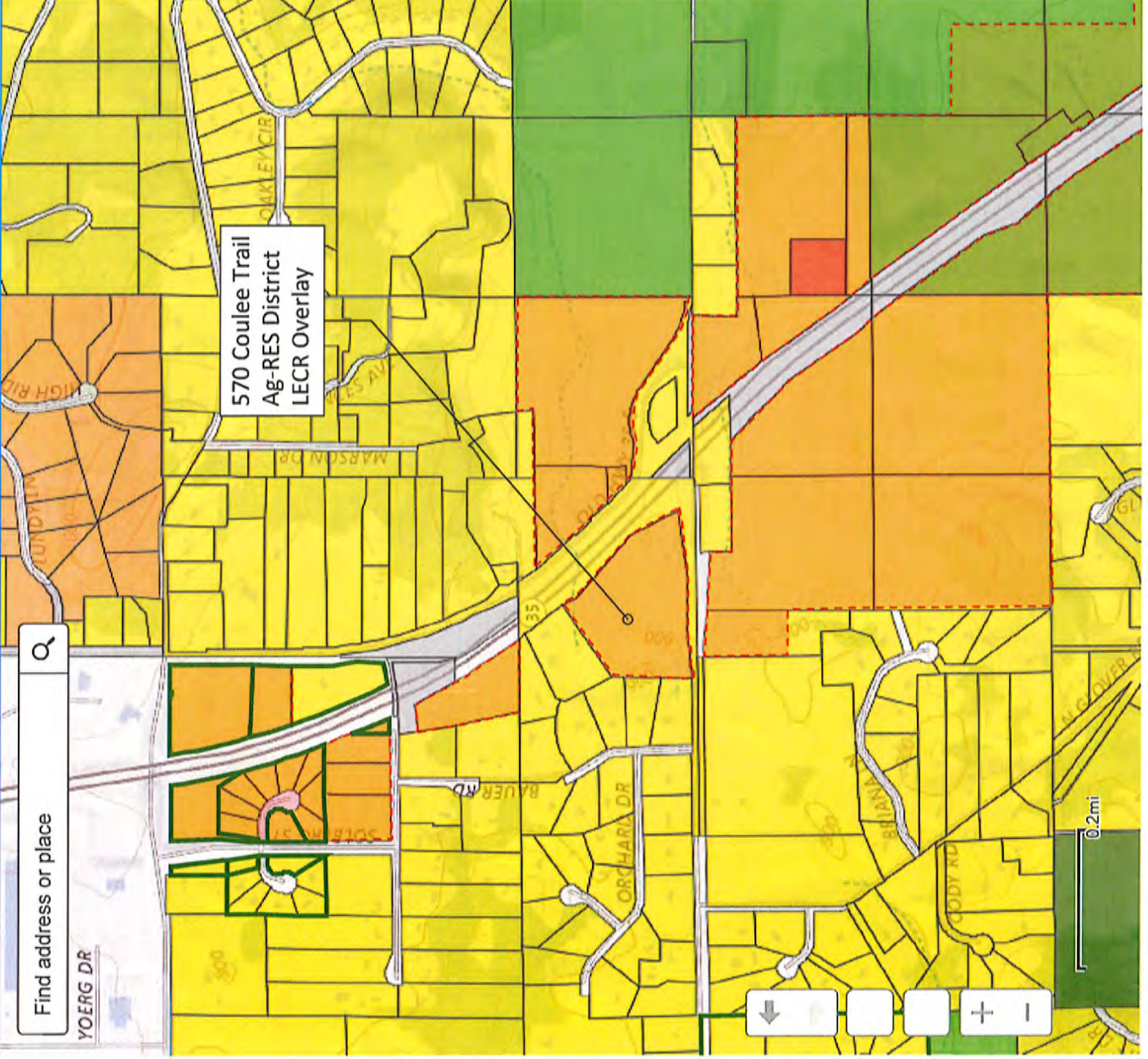
Zoning Districts

Town of Troy

Find address or place



YOERG DR



Legend

Conservation Easements



LECR Overlay



Parcel Boundaries



Zoning 2024

Ag-Residential



Traditional Residential



Agricultural



Traditional Commercial



General Retail and Service Commercial



ETZ Boundary



Conservation



ROW



CONDITIONAL USE APPLICATION

Chapter 170, Section V, Town of Troy Zoning Ordinance

File #: _____

Office Use Only

APPLICANT INFORMATION

Applicant Name: Matt Campana Owner Name (if not Applicant): The Butterfly Path, LLC
Mailing Address: 1232 Bass Lake Rd Mailing Address: 1232 Bass Lake Rd
Hudson, WI 54016 Hudson, WI 54016
Daytime Phone: (612) 669-0751 Daytime Phone: (612) 669-0751
E-mail: mcpurple@hotmail.com E-mail: mcpurple@hotmail.com

SITE INFORMATION

Site Address: 570 Coulee Trail Hudson, WI 54016
Property Location: 09 1/4, 1 1/4, Sec. 9, T. 28 N., R. 19 W., Town of Troy (Complete legal description must be attached.)
Parcel Identification Number(s): 040-1038-06-250

LAND USE INFORMATION

Zoning District Designation: Ag/Res

State the nature of your request: conditional use permit to operate a senior center

Is there a conservation easement on your land? ☐ Yes ☐ No

☐ See attached application narrative and application procedure form.

FEES

Application Fee: \$ 350 (plus professional fees/expenses)
Supplemental Application Fees: \$ 175 x (# of additional requests)
Total Fees: \$

- All application fees must be submitted with application and are non-refundable.
- Additional fees paid as directed by the Town Clerk.
- Fees will be doubled for applications submitted after construction project initiated, and/or written enforcement action has commenced.

I attest that the information contained in this application is true and correct to the best of my knowledge.

Applicant Signature: [Signature] Date 5/4/2026

Owner (if not applicant) Signature: [Signature] Date 5/6/26

OFFICE USE ONLY

Pre-application Meeting: With:
Complete Application Accepted: By:
Fee Received: \$ Receipt #: Scheduled Hearing Date:

May 4, 2026

To the Members of the Plan Commission,

The Butterfly Path, Inc. (501(c)(3) non-profit) is pleased to submit this application for a Conditional Use Permit to establish 570 Coulee, a senior wellness center. Our mission is to provide a dedicated space for the older adults of Troy and the surrounding St. Croix Valley to stay active, connected, and purposeful while addressing the critical social and health needs of our growing senior population.

Planned Facility Use & Programming: 570 Coulee is designed as a versatile community space. Our programming will include:

- Social Connection: Daily drop-in hours, group games (Bingo, Mahjong, cards), and social gatherings.
- Education & Support: Guest speakers focusing on financial planning, caregiver support, and holistic wellness.
- The "Maker" Series: Hands-on projects in our Men's Shed (woodworking, repair shop) and creative arts (pottery, handicrafts).
- Community Events: Live music, seasonal celebrations, and maker's markets.

Membership & Accessibility: While we offer a membership model to ensure long-term financial sustainability and stewardship of the 17.5 acres, 570 Coulee remains an open community resource where no members are denied membership due financial hardship. Non-members are welcome to participate in scheduled events and public programming.

Responsible Beverage Stewardship: To enhance social connection and celebrate the property's history, we intend to apply for a Class B Beer and Wine license.

- Alcohol is not a part of daily operations. It is reserved for specific events such as live music nights or educational dinners.
- All beverages will be sold under the supervision of trained staff/volunteers. Service will be available to all event attendees (age 21+) regardless of membership status.
- We intend to use the vines for educational demonstrations and small-batch production (e.g., jam-making, traditional grape processing, wine making), preserving the agricultural legacy of the site in a low-intensity manner (i.e. using only the grapes at the vineyard). 100% of proceeds reinvested directly into the Butterfly Path's mission to support seniors.

We view this location and land use as a low-impact, community-focused space that gives seniors a place to gather, stay active, and stay connected, while still fitting within the rural character of Troy. We would expect a similar level of visitation to what historically occurred under the Conditional Use Permit for Cracked Barrel Winery.

Sincerely,

The Board of Directors The Butterfly Path, Inc.

1) Describe the details of your request.

The Butterfly Path, Inc. requests a Conditional Use Permit (CUP) to establish 570 Coulee, an innovative, membership-based senior-centric hub. 570 Coulee serves as a community-based wellness hub where older adults gather by choice to redefine their sense of purpose, identity, and belonging. The Butterfly Path is a 501(c)(3) nonprofit dedicated to creating and funding resources for our community to make a life worth living. 570 Coulee primarily benefits the senior population of the area, which is facing a 154% surge in the 75+ years of age demographic (St. Croix County Community Health Assessment, 2025).

Our purpose is to facilitate flourishing health and healthy aging by promoting this stage of life as active, meaningful, and full of purpose. We focus on creating positive experiences, offering hands-on opportunities to stay engaged, and build strong relationships. This helps every member who visits feel a sense of accomplishment and know they truly matter as an important part of our community. The facility will serve the St. Croix Valley area, with a primary service footprint of greater Hudson and River Falls communities.

Core programming details include:

- **The Men's Shed:** In partnership with the ADRC (launching their Men's Shed in May 2026), we will utilize the existing three-stall garage as a "maker space" for woodworking, repair shops, and community service projects. This includes both self-directed experiences and guided intergenerational skill-sharing.
- **Nature & Resource Conservation:** Development of a Butterfly Garden and a sensory walking path with plant/tree identification. Future horticultural activities include maintenance of the heritage vineyard for jam-making and educational experiences.
- **Social & Connection Experiences:** Providing space for cognitive engagement (games/Mahjong), education (caregiver support/speakers), and creative arts (pottery/ceramics/handicrafts).
- **Scientific Foundation:** All activities are grounded in the Flourishing Model of Health (Keyes, 2002), a framework that focuses on moving individuals from isolation to vitality via purposeful, community-based participation that meets the social and mental needs of older adults.

The experiences and opportunities offered at 570 Coulee will be co-created with members and community partners. We look forward to complimenting and elevating community partners (not replacing existing services) who serve older adults such as the Aging and Disability Resource Center and Hudson Senior Center. Attendance levels will vary based on programming, we anticipate daily attendance of 25-40 individuals and anticipate more attendees for larger events.

Regarding food, beverage, and alcohol, we envision a tiered approach to hospitality.

- Daily programs would have simple or pre-packaged hospitality items such as coffee, tea, and pastries provided for members.
- For formal events we would use a licensed third-party caterer.
- To enhance social connection and celebrate the property's history, if granted a class B beer and wine license, 570 Coulee intends to offer beer and wine service during select social hours, educational dinners, and special events. We intend to sell select beer and wine during specific social hours and special events.
 - This is not a 'bar' or public tavern model, but rather intended for members and their guests to foster social connection.
 - All alcohol will be stored in a secured area and served by staff or volunteers who have completed the beverage server training and conclude before 9:00PM for evening events.

- Service will be conducted in compliance with local licensing requirements and focused on moderate, social consumption in alignment within our flourishing health framework. We do not intend to allow carry-in or bring your own beverage for the public or members.

570 Coulee intends to utilize a live-in caretaker model to manage facility transitions. Their primary responsibilities include securing the building each evening, managing morning site preparation, and overseeing the general environmental condition of the grounds. This ensures a consistent, quiet, and professional operation that minimizes impact on Coulee Trail residents.

2) Describe the impact of your request on the enjoyment and value of surrounding properties. If there is no impact, explain why.

The impact will be neutral to positive because 570 Coulee prioritizes stewardship over development.

- **Preservation of Character:** We are utilizing the existing 5,008 sq. ft. building and curated grounds. By maintaining the 17.5 acres as a conservancy and garden space, we prevent the "residential sprawl" or subdivision that would occur if the land were sold for high-density housing.
- **Intensity:** Our membership-based model supports a predictable, managed flow of people seven-days per week during business hours (7AM-5PM). We anticipate occasional early evening events concluded by 9:00PM. Similar to the previous establishment, we envision special seasonal events or gatherings.
- **Property Value:** High-quality, professionally managed community assets—particularly those with curated landscaping and a "Butterfly Garden"—typically enhance the desirability and value of neighboring residential properties.
- **Parking:** The property currently includes 16-18 parking spaces which aligns with anticipated daily usage. For larger events, carpooling and informal overflow parking strategies will be utilized as needed. One spot is currently a designated handicap parking space, we anticipate increasing this.

3) Describe the compatibility of your request with the uses and character of the surrounding area.

The proposed program is a low-traffic, low-noise use that is compatible with the surrounding area. It does not involve commercial activity, does not operate late at night.

570 Coulee is a natural fit for the Agricultural/Residential (Ag-Res) district.

- **Horticultural Focus:** Our pillar of "Nature and Resource Conservation" keeps the land productive through gardening, vineyard maintenance, and honeybee education, directly mirroring the agricultural character of the Town of Troy.
- **Heritage:** We intend to preserve the traditional use of the property through occasional, mission-driven community gatherings that highlight the vineyard. Any food-related components of these experiences will be facilitated by licensed third-party caterers, ensuring compliance with health and safety regulations while maintaining a low-intensity focus.
- **Educational Partnerships:** We are continuing the precedent of academic cooperation by seeking formal partnerships with UWRF's Ag/Horticulture and Conservation programs.

We have begun engaging with nearby neighbors and will continue to do so to ensure a positive relationship.

4) Describe how your request is consistent with the spirit and intent of the zoning district in which your property is located.

Per **Section 170-E**, the Ag-Res district aims to preserve rural residential lands. Our request is consistent because:

- **Non-Profit Community Service:** 570 Coulee is a community service and educational facility, which are expressly recognized as appropriate conditional uses in this district. This would align with Section 170-E, 3.b.1.(j) purpose for conditional use permit for "non-profit religious, community service, recreational and educational retreat facilities, uses, structures, and accessory structures."
- **Purpose Over Programming:** Our values center on active creation and participation within nature, ensuring that the property does not become a developed commercial plot.
- **Economic Stability:** By utilizing existing assets (the three-stall garage for the Men's Shed and the main facility for social connection), we maintain the rural aesthetic while providing a vital health infrastructure for the town's aging population.

No expansion or intensification of use is currently planned. Any significant future changes would be brought forward for appropriate review to the Town.

5) Describe how your request will impact public health, safety, and general welfare. What measures will you take to minimize any negative impacts?

This senior center is a direct response to the loneliness epidemic and is designed to move participants to flourishing health.

- **Social Connection as Medicine:** We address the structure, function, and quality of social connections, which are vital determinants of health.
- **Managed Safety:** The Men's Shed will operate under "Shared Agreements" developed by members and directors to ensure tool safety and shop protocol.
- **Traffic Management:** We will stagger program start times (e.g., Men's Shed at 9 AM, Mahjong at 1 PM) to prevent traffic surges. All parking remains on winery property; no street parking is permitted.
- **Responsible Hospitality:** If issued a Class B Beer and Wine License, all alcohol service will be monitored by staff or trained volunteers. Service is restricted to members and guests during specific programming hours, ensuring that the 'low-traffic, low-noise' character of the neighborhood is maintained.

6) How will you ensure that your request will not constitute a nuisance by reason of dust, smoke, odor, or other similar factor? What measures will you take to prevent a nuisance?

To ensure 570 Coulee remains a good neighbor:

- **Sound:** We honor the previous CUP condition: no sound shall be audible beyond property lines. Activities like the Men's Shed occur inside the insulated garage, and outdoor gatherings (like the Fall Festival or Ribbon Cutting) will occur nearest to the existing structures.
- **Visual Appeal:** Our primary visual marketing will be a field of sunflowers and wildflowers visible from the freeway—enhancing the beauty of the Coulee Trail.

- **Environment:** Our focus on resource conservation means we will use organic-friendly gardening practices (Butterfly Garden) that avoid chemical odors or runoff.
- **Smoke:** We intend to use the designated fire pit space for small bonfires and will obtain an annual Burning Permit from the Town.

7) Additional comments:

570 Coulee is more than a gathering place; it is a movement to ensure older adults feel valued and important. By connecting a member's specific skills (like a seasoned expert in the Men's Shed) to the needs of the community, we foster dignity. Embracing the Flourishing Model of Health means that our mission and experiences support keeping seniors healthy and flourishing in their homes, contributing to the local tax base and social stability. We are committed to a long-term partnership with the Town of Troy to ensure this property remains a vibrant, and healthy legacy for the St. Croix Valley. We respectfully request approval of the conditional use permit and are committed to working collaboratively with the Town to address any conditions necessary to ensure a successful and beneficial project.

To: Plan Commission

From: The Butterfly Path

Date: May 4, 2026

Re: Property Ownership Documentation and Purchase Agreement

As part of this submission, we are including the most current deed on file, which reflects the Trust as the current owner of the property.

We are also including a copy of the purchase agreement. Please note that the purchase is contingent upon approval of the Conditional Use Permit (CUP) by the Town of Troy.

This information is being provided for clarity and to ensure the Commission has a complete and accurate understanding of the current ownership status and the nature of the pending transaction.



DocId:8911921

Tx:5102987

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

1155113

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

06/27/2022 10:44 AM

EXEMPT#: 16

REC FEE 30.00

PAGES: 2

THIS DEED, made between Daniel J. Koepke and Kristen N. Koepke,
husband and wife

("Grantor," whether one or more),

and Daniel J. Koepke and Kristen N. Koepke, as Trustees ofThe Trust Agreement of Daniel and Kristen Koepke

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in Saint Croix
County, State of Wisconsin ("Property") (if more space is needed, please attach
addendum):

See Addendum A, attached.

Recording Area

Name and Return Address...
Johnson Law Group, P.A.
6465 Wayzata Boulevard
Suite 304
Minneapolis, MN 55426

040-1038-60-250

Parcel Identification Number (PIN)

This is homestead property.
(is) (is not)

2

DANIEL D E TYRRELL
Notary Public
State of Wisconsin

Dated

6/17/2022_____(SEAL) Daniel J. Koepke _____(SEAL)
* Daniel J. Koepke_____(SEAL) Kristen N. Koepke _____(SEAL)
* Kristen N. Koepke

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

David W. Huat, Johnson Law Group, P.A. [brm]

1610 Maxwell Drive, Suite 200, Hudson, WI 54016

ACKNOWLEDGMENT

STATE OF WISCONSIN

St Croix COUNTY) ss.)Personally came before me on 6/17/2022,
the above-named Daniel J. Koepke and Kristen N. Koepke,

husband and wife

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same* Daniel D E Tyrrell

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 5/16/2025)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

* Type name below signatures.

ADDENDUM A

Legal Description for Daniel J. Koepke and Kristen N. Koepke

Lot One (1) of Certified Survey Map recorded in Volume 14 of Certified Survey Maps at Page 3986 as Document No. 632708, in the Office of the Register of Deeds in and for St. Croix County, Wisconsin.

Said Certified Survey Map being located in part of the Northwest Quarter of the Northeast Quarter (NW1/4 of NE1/4) and part of the Northeast Quarter of the Northwest Quarter (NE1/4 of NW1/4) of Section 9, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin.

EXCEPT Parcel 1 of Transportation Project Plat 7200-06-20-4.01 recorded in Volume 1 of Transportation Project Plats, Page 11, as Document No. 837473.

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON April 17, 2026 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 The Buyer, THE BUTTERFLY PATH, INC., a Wisconsin non-stock corporation

4 offers to purchase the Property known as 570 Coulee Trail (PIN 040-1038-60-250)

5 _____
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 625-
7 642, or attach as an addendum per line 668] in the Town _____ of Troy _____, County

8 of St. Croix _____ Wisconsin, on the following terms:

9 **PURCHASE PRICE** The purchase price is One Million Two Hundred Thousand and 00/100

10 _____ Dollars (\$ 1,200,000.00).

11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: all personal property

13 located at the Property as of the Closing, except those items Buyer shall direct Seller to remove from the Property at or before the

14 Closing. The parties shall schedule a walk-through to occur at least 14 days prior to Closing, for purposes of Buyer indicating to Seller
15 the personal property to be removed by Seller prior to Closing.

16 All personal property included in purchase price will be transferred by bill of sale or _____

17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
18 **or not included.**

19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
20 lines 12-15) and the following: _____

21 _____
22 _____
23 _____

24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-
25 34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**

26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**

36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
37 on or before April 17, by 5:00 p.m. CST. _____ Seller may keep the Property

38 on the market and accept secondary offers after binding acceptance of this Offer.

39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
41 copies of the Offer.

42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

44 **CLOSING** This transaction is to be closed on or before June 19, 2026, at Land Title, Inc., Hudson, Wisconsin

45 _____ at the place selected by Seller,
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state
47 holiday, the closing date shall be the next Business Day.

48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
51 **transfer instructions.**

52 **EARNEST MONEY**

53 ■ EARNEST MONEY of \$ _____ accompanies this Offer.

54 If the Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

55 ■ EARNEST MONEY of \$ 15,000 will be mailed, or commercially, electronically
56 or personally delivered within 5 days ("5" if left blank) after acceptance.

14c DEK KK

57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as Land Title, Inc., Hudson
58 who the parties agree will be the title company handling the title evidence and closing.) STRIKE THOSE NOT APPLICABLE
59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**
62 **disbursement agreement.**

63 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
64 ■ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the
65 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
66 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
67 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
68 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
69 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
70 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
71 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
72 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
73 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
74 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

75 ■ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties
76 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
77 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
78 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
79 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
80 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
81 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
82 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
83 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
84 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

85 TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
86 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in
87 this Offer except:

88 _____ . If "Time is of the Essence" applies to a date or Deadline,
89 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in
93 Seller's disclosure report dated _____ and a Real Estate Condition Report, if applicable, dated
94 _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this
95 offer by reference COMPLETE DATES OR STRIKE AS APPLICABLE and _____
96 _____
97 _____

98 INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**
103 **rescission rights per Wis. Stat. § 709.05.**

104 "Conditions Affecting the Property or Transaction" are defined to include:

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 117 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

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- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially
119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had
122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority
124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or
126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to
128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating
132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or
134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal
136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources
138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain
139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private
141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;
142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or
143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or
148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a
152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §
153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement
155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric
156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous
162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a
164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special
165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from
167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or
169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive
173 sliding, settling, earth movement or upheavals.

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174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on
176 lines 185-197 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: utilizing the existing improvements as a senior center

182 _____
183 _____ **[insert proposed use and type and**
184 **size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].**

185 ☒ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☒ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for
192 the following items related to Buyer's proposed use: Troy Township approval of Conditional Use Permit is needed

193 _____ or delivering written notice
194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the
195 cost of Buyer's proposed use described at lines 181-183.

196 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
197 roads.

198 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
199 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY:** ☐ rezoning; ☒ conditional use permit;
200 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 181-183.

201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
204 providing" if neither is stricken) a _____ survey

205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and
206 prepared by a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's)

207 (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
208 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible
209 encroachments upon the Property, the location of improvements, if any, and: _____

210 _____
211 **STRIKE AND COMPLETE AS APPLICABLE** Additional map features which may be added include, but are not limited to:
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title
215 policy.

216 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required**
217 **to obtain the map when setting the deadline.**

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to
226 Buyer within _____ days ("30" if left blank) after acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227 ☐ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity.

228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which
229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll.

233 ☐ Other _____

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235 Additional Items which may be added include, but are not limited to: building, construction or component warranties, previous
236 environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating
237 to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements,
238 notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("5" if left
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-
248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within ____ days ("30" if
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

261 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.

263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within ____ ("10" if left blank) days after Buyer's delivery of the Notice of
265 Defects stating Seller's election to cure Defects;
266 (2) curing the Defects in a good and workmanlike manner; and
267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site
269 Assessment report and:

270 (1) Seller does not have a right to cure; or

271 (2) Seller has a right to cure but:

272 (a) Seller delivers written notice that Seller will not cure; or

273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 625-642 or attach as an**
291 **addendum per line 668.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

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building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

☒ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of the Property and Improvements, including all mechanical systems

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

RIGHT TO CURE: Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects.

If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner; and

(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have a right to cure; or

(2) Seller has a right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

(b) Seller does not timely deliver the written notice of election to cure.

IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.

☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____ [loan type or specific lender, if any] first mortgage loan commitment as described

below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than

\$ _____ for a term of not less than _____ years, amortized over not less than _____ years.

Initial monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

sources or obtaining a construction loan or land contract financing, describe at lines 625-642 or in an addendum attached

per line 668. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

lender's appraiser access to the Property.

LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

shall be adjusted as necessary to maintain the term and amortization stated above.

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CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a contingency for that purpose.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

(1) signed by Buyer; or

(2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

(2) the Deadline for delivery of the loan commitment set on line 344

to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or

(2) _____

[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not adjust the purchase price; or

(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this Offer becomes primary.

☐ **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and _____.

CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on ☐ **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

TITLE EVIDENCE

☐ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and _____.

_____ (insert other allowable exceptions from title, if any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.

☐ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

☐ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or

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476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
479 or Buyer not more than _____ days ("15" if left blank) after acceptance showing title to the Property as of a date
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

482 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
483 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
484 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
485 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
486 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
487 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall
488 be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable
489 title to Buyer.

490 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
491 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
492 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
493 describing the planned improvements and the assessment of benefits.

494 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
495 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
496 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
497 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
498 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
499 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

500 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
502 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

503 _____
504 _____ Insert additional terms, if any, at lines 625-642 or attach as an addendum per line 668.

505 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days ("7" if left blank) before closing, estoppel
506 letters dated within _____ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease
508 or tenancy.

509 **DEFINITIONS**

510 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
511 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
512 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
515 registered mail or make regular deliveries on that day.

516 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
517 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
518 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
519 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
520 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
521 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
522 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

523 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
524 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
525 significantly shorten or adversely affect the expected normal life of the premises.

526 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

527 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

528 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
530 this Offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**
535 **building or room dimensions, if material.**

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536 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
537 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
538 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
539 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
540 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
541 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
542 Offer to the seller, or seller's agent, of another property that Seller intends on purchasing.

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
544 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
548 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
555 the Property.

556 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
557 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
558 significant change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by Parties,
559 and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
561 this Offer at lines 625-642 or in an addendum attached per line 668. At time of Buyer's occupancy, Property shall be in
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current
563 tenants; or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

564 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
565 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
566 party to liability for damages or other legal remedies.

567 If Buyer defaults, Seller may:

- 568 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
569 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
570 damages.

571 If Seller defaults, Buyer may:

- 572 (1) sue for specific performance; or
573 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

574 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
575 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
576 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
577 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
578 arbitration agreement.

579 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
580 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
581 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
582 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
583 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

584 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
585 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
586 and inures to the benefit of the Parties to this Offer and their successors in interest.

587 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
588 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
589 or by telephone at (608) 240-5830.

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

IF SELLER IS A NON-FOREIGN PERSON. Seller shall, no later than closing, execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status, Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this Offer and proceed under lines 571-578.

IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

COMPLIANCE WITH FIRPTA. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

☐ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of _____ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party beneficiary of this contract.

ADDITIONAL PROVISIONS/CONTINGENCIES

Offer is contingent upon Seller financing as follows: the parties executing a Land Contract at Closing, substantially in the form of the attached Addendum, to include the following terms: \$50,000 non-refundable down payment at Closing, followed by monthly payments of \$5,000 beginning on August 1, 2026 and continuing each month thereafter for thirty-six (36) months, together with simple interest at the rate of 4.00% per annum. Buyer shall have the option to extend the balloon payment for one (1) additional year following the initial three-year term, provided Buyer makes an additional payment to Seller of \$100,000, which shall be applied to the Purchase Price..

TAX DEFERRED EXCHANGE If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The exchanger shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a result of the exchange.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 650-665.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at 652 or 653.

Name of Seller's recipient for delivery, if any: Daniel Koepke or Kristen Koepke

Name of Buyer's recipient for delivery, if any: Heidi Fett

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654 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

655 Seller: () Buyer: ()

656 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a
657 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
658 address at line 661 or 662.

659 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
660 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

661 Address for Seller: _____

662 Address for Buyer: _____

663 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

664 Email Address for Seller: gracie3282@gmail.com

665 Email Address for Buyer: cfett@baldwin-telecom.net

666 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
667 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

668 ☒ **ADDENDA:** The attached Land Contract, to be executed at Closing is/are made part of this Offer.

669 This Offer was drafted by [Licensee and Firm] Brent Johson, Lommen Abdo, P.A., Hudson, Wisconsin (brent@lommen.com)

WIRE FRAUD WARNING! Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.

682 Buyer Entity Name (if any): THE BUTTERFLY PATH, INC., a Wisconsin non-stock corporation

683 (x) Karen A. Kallitz Karen A. Kallitz Treasurer
684 Buyer's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

685 (x) Herold Jett Co president
686 Buyer's/Authorized Signature ▲ Print Name/Title Here ►

Date ▲

687
688 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
689 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
690 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
691 **COPY OF THIS OFFER.**

692 Seller Entity Name (if any): The Trust Agreement of Daniel and Kristen Koepke

693 (x) Daniel J. Koepke
694 Seller's/Authorized Signature ▲ Print Name/Title Here ► Daniel J. Koepke, Trustee

Date ▲

695 (x) Kristen N. Koepke
696 Seller's/Authorized Signature ▲ Print Name/Title Here ► Kristen N. Koepke, Trustee

Date ▲

697 This Offer was presented to Seller by [Licensee and Firm] _____

698 _____ on _____ at _____ a.m./p.m.

699 This Offer is rejected _____ This Offer is countered [See attached counter] _____

700 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

To: Town of Troy Plan Commission

From: The Butterfly Path

Date: May 4, 2026

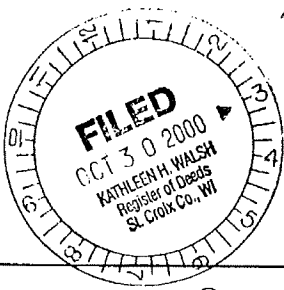
Re: Certified Survey Map (CSM)

We have included the most recent Certified Survey Map currently on file with the county for your reference.

At this time, we are not proposing or requesting any changes to the property layout or configuration to the existing property. The document is being provided strictly for informational purposes.

In addition, we have included an aerial view of the existing property to give further context and clarity regarding current conditions on-site.

Please let us know if any additional information or documentation would be helpful as you review our materials.



632708

- LEGEND
- FOUND 3" ALUMINUM COUNTY MONUMENT
 - FOUND CAPPED 3/4" IRON PIN
 - FOUND 3/4" IRON PIN
 - SET 3/4" X 24" IRON PIN WT. 1.50 LBS/FT.
 - (R.A.) RECORDED AS

BEARINGS REFERENCED TO THE NORTH LINE NW 1/4 SECTION 9 (ASSUMED N89°12'35"E)

SCALE 1" = 200'



NORTH LINE NW 1/4 SECTION 9
NW CORNER N 89°12'35"E
SECTION 9
2666.45'

UNPLATTED LANDS

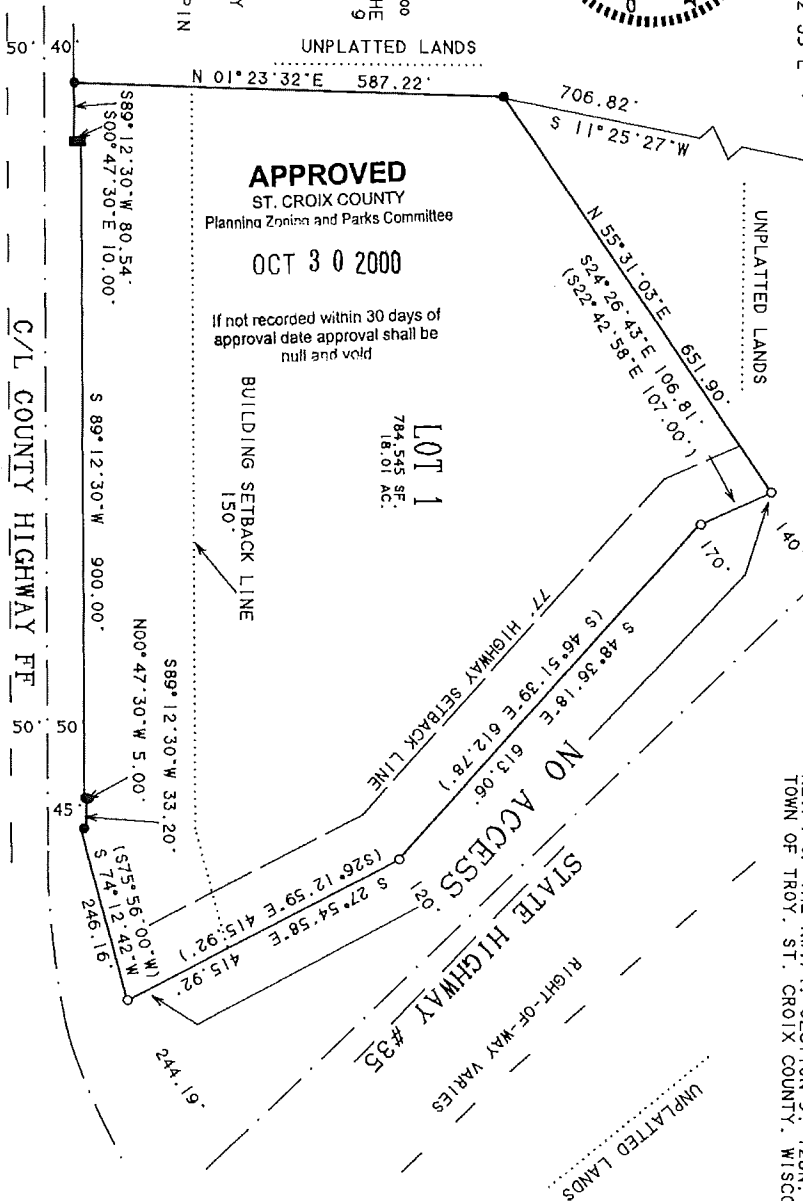
APPROVED
ST. CROIX COUNTY
Planning Zoning and Parks Committee

OCT 30 2000

If not recorded within 30 days of approval date approval shall be null and void

BUILDING SETBACK LINE
150'

LOT 1
744,545 SF.
18.01 AC.



CERTIFIED SURVEY MAP

PART OF THE NW 1/4 OF THE NE 1/4, AND THE NE 1/4 OF THE NW 1/4, SECTION 9, T28N, R19W, TOWN OF TROY, ST. CROIX COUNTY, WISCONSIN

632708
KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

10-30-2000 3:00 PM

CERTIFIED SURVEY MAP

EXEMPT FEE:

CERT COPY FEE:

COPY FEE:

TRANSFER FEE:

RECORDING FEE:

PAGES: 12-00
2

CERTIFIED SURVEY MAP

PART OF THE NW1/4 OF THE NE1/4 AND THE NE1/4 OF THE NW1/4
PART OF SECTION 9, T28N, R19W, TOWN OF TROY, ST. CROIX COUNTY
WISCONSIN

I, LYLE L. ELLIOTT, REGISTERED LAND SURVEYOR S-1300 DO HEREBY CERTIFY
THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS A TRUE AND
CORRECT REPRESENTATION OF PART OF THE NW1/4 OF THE NE1/4 AND PART OF THE
NE1/4 OF THE NW1/4, SECTION 9, T28N, R19W, TOWN OF TROY,
ST. CROIX COUNTY, WISCONSIN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER SAID SECTION 9, THENCE S11°25'27"W
706.82 FEET TO THE POINT OF BEGINNING:

THENCE N55°31'03"E 651.90 FEET:	THENCE S24°26'43"E 106.81 FEET:
THENCE S48°36'18"E 613.06 FEET:	THENCE S27°54'58"E 415.92 FEET:
THENCE S74°12'42"W 246.16 FEET:	THENCE S89°12'30"W 33.20 FEET:
THENCE N00°47'30"W 5.00 FEET:	THENCE S89°12'30"W 900.00 FEET:
THENCE S00°47'30"E 10.00 FEET:	THENCE S89°12'30"W 80.54 FEET:

THENCE N01°23'32"E 587.22 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 18.01 ACRES MORE OR LESS, AND IS SUBJECT TO ANY
EASEMENTS OR RESTRICTIONS OF RECORD.

I CERTIFY THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34
OF THE WISCONSIN REVISED STATUTES AND THE ORDINANCE OF ST. CROIX COUNTY
AND THE TOWN OF TROY IN SURVEYING AND DIVIDING SAME.

THIS SURVEY WAS MADE AT THE REQUEST OF DANIEL SOLBERG
512 CO. HWY FF
HUDSON, WIS. 54016
1-715-386-9612

EACH PARCEL SHOWN ON THIS MAP IS SUBJECT TO STATE, COUNTY AND
TOWNSHIP LAWS, REGULATIONS AND RULES, (i.e. WETLANDS, MINIMUM LOT SIZE
ACCESS TO PARCELS ETC.) BEFORE PURCHASING OR DEVELOPING ANY PARCEL
CONTACT THE ST. CROIX COUNTY ZONING OFFICE FOR ADVICE.

PRIOR TO CONSTRUCTION AND EROSION CONTROL PLAND MUST BE SUBMITTED
TO THE COUNTY PLANNING AND ZONING OFFICE ON EACH LOT.

HIGHWAY SETBACK LINE

NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY AND THE SETBACK
LINE. IMPROVEMENTS INCLUDE BUT ARE NOT LIMITED TO SIGNS, PARKING LOTS, PARALLEL
DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, ECT.. IT IS EXPRESSLY
INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF
THE PUBLIC ACCORDING TO SECTION 236.293, WISCONSIN STATUTES AND SHALL BE
ENFORCEABLE BY THE DEPARTMENT OF TRANSPORTATION. CONTACT THE WISCONSIN DEPARTMENT
OF TRANSPORTATION DISTRICT OFFICE FOR INFORMATION. THE PHONE NUMBER MAYBE
OBTAINED BY CONTACTING YOUR COUNTY HIGHWAY DEPARTMENT.

ACCESS RESTRICTION

AS OWNER I HEREBY RESTRICT ALL LOTS AND BLOCKS SO THAT NO OWNER POSSESSOR, USER
LICENSEE, OR OTHER PERSONS MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM
OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 35
AS SHOWN ON THE LAND DIVISION MAP: IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION
CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN
§.236.293, WISCONSIN STATUTES AND SHALL BE ENFORCEABLE BY THE DEPARTMENT
OR ITS ASSIGNS.

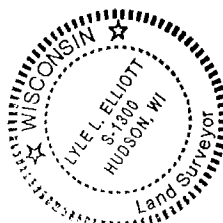
NOISE NOTE

THIS PROPERTY MAY EXPERIENCE NOICE AT LEVELS EXCEEDING THE LEVELS IN TRANS 405.04
TABLE 1. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. OWNERS OF THESE LOTS ARE
RESPONSIBLE FOR ABATING NOISE SUFFICIENT TO PROTECT THESE LOTS.

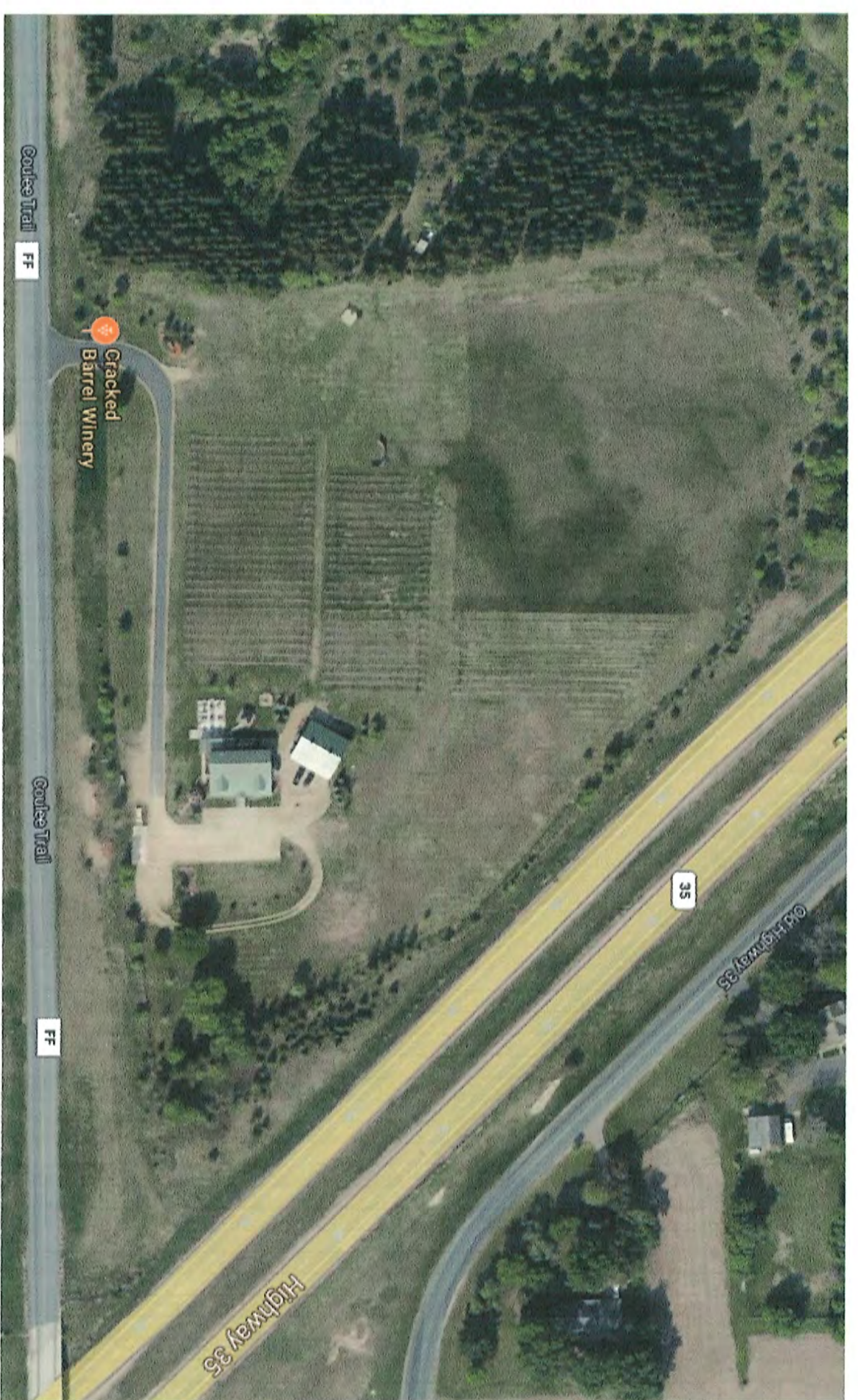
Lyle L. Elliott
LYLE L. ELLIOTT RLS 1300
DATE: 10/26/2000

THIS INSTRUMENT DRAFTED BY L. ELLIOTT

DEPARTMENT OF TRANSPORTATION
APPROVAL NO. 55-35-3138-2000



PAGE 2 OF 2



DATE: February 25, 2026

TO: Town of Troy Plan Commission

FROM: Robert Jones

REGARDING: Farm Plan / Rezone / CSM – Nora and John Bennett – PID 040-1111-50-201

1. BACKGROUND INFORMATION

The applicants, John and Nora Bennett, request Plan Commission review of three coordinated land use actions for property located at 174 Carlson Lane, approximately 3/4 mile north of Mann Valley Drive:

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

The subject property is described as Lot 1 of Certified Survey Map recorded in Volume 28, Page 6435, Document No. 1059499, located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W. The current materials describe the parent parcel as approximately 13.004 acres, including existing Carlson Lane right-of-way.

The Plan Commission held the rezoning public hearing on March 5, 2026. The applicant's representative presented the request as a rezoning from AG to AG-RES in conjunction with a 50/50 Farm Plan and conservation easement. No public comments were received or made at the hearing.

The current application materials include:

- Rezoning Map & Whole Farm Plan, dated April 17, 2026;
- Certified Survey Map, dated April 17, 2026;
- Draft 50/50 Conservation Easement, dated March 17, 2026; and
- Farm Plan aerial exhibit prepared for Town review.

2. PROPOSAL SUMMARY

The revised application proposes a **50/50 Farm Plan Program Choice** for the approximately 13.004-acre subject property. The submitted Farm Plan identifies three total lots allowed. The proposed CSM creates the following lots:

- **Lot 2:** approximately 6.50 acres, identified as the Farmette Lot;
- **Lot 3:** approximately 2.50 acres, containing the existing residence and accessory buildings at 174 Carlson Lane; and
- **Lot 4:** approximately 4.00 acres, proposed as an additional residential lot.

The proposed lots would all front Carlson Lane. The Farm Plan map and CSM identify requested exceptions to design standards for lot length-to-width ratio, lot width, and setbacks for the existing buildings.

3. REVIEW COMMENTS – FARM PLAN

Chapter 135 requires a Farm Plan to:

- protect prime agricultural land and open space through permanent conservation;
- direct non-agricultural development to areas less suitable for farming; and
- establish proportionality for residential density and development rights through either the 40/60 or 50/50 Farm Plan option.

The applicants have elected the **50/50 Farm Plan** option for the 13.004-acre parent parcel, resulting in one Farmette Lot and two residential lots.

The draft Conservation Easement is intended to encumber the entire parent parcel and be recorded concurrently with the CSM. The easement will permanently regulate subdivision potential, permitted uses, density, further subdivision limitations, and any future use or transfer of development rights.

The easement and CSM should be finalized for consistency with the April 17 Farm Plan layout and should clearly identify the Farmette Lot, residential lots, applicable further-subdivision restrictions, and any approved exceptions to design standards.

4. REVIEW COMMENTS – REZONING

A formal public hearing was held on 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.

5. REVIEW COMMENTS – CSM

We recommend the following revisions to the CSM prior to Town Board action:

1. Driveway location. No driveway location is shown for the proposed residential lots. The CSM should either identify a legal driveway location meeting Town access requirements or include a note stating that the lot is not approved for residential use until a lawful driveway location is approved.
2. Requested exceptions to design standards. The CSM identifies the following requested exceptions:
 - a) Setback reduction on Lot 3 to 75-foot front yard and 25-foot side and rear yards;
 - b) Lot width less than 150 feet for Lots 2 and 4; and
 - c) Depth-to-width ratio greater than 3:1 for Lots 2 and 4.
3. Under § 135-12, the Plan Commission and Town Board may consider exceptions to design standards using the following criteria:
 - 1) consistency with the policies underlying the subdivision standards of Chapter 135 and other relevant Town policies and ordinances;
 - 2) effect on surrounding property values;
 - 3) effect on the neighborhood, pedestrian and vehicular traffic, and general safety of Town residents;
 - 4) mitigating topographic features of the specific area where the exception is requested, measured against the policies and requirements of Chapter 135; and
 - 5) whether conveyance of land for public purposes will result in otherwise substandard lots.
4. Conservation easement note. The CSM should include the following 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.
5. Final CSM approval should remain conditioned on approval of the Farm Plan, approval of the rezoning, final Town Attorney/staff review, and recording of the Conservation Easement concurrently with the CSM.

6. POSSIBLE MOTIONS

Farm Plan Recommendation

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

1. The Conservation Easement shall be revised as necessary to match the final CSM and Farm Plan, including completed legal descriptions for the 50/50 Farm Plan areas and any required exhibits.
2. The Conservation Easement shall be executed by the Grantors and any mortgage holders prior to Town Board action or recording, as applicable.
3. The Town Chairperson and Clerk/Treasurer are authorized to certify Town approval of the Conservation Easement and all related Farm Plan documents, subject to final review by Town staff and the Town Attorney.

Rezoning Recommendation

The Plan Commission held a public hearing on the rezoning request on March 5, 2026. The applicants presented the request as a rezoning from AG to AG-RES in conjunction with a 50/50 Farm Plan and conservation easement. No public comments were received or made at the hearing.

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 Town Board approval of the Farm Plan and Conservation Easement.

CSM Recommendation

The Plan Commission finds that the Certified Survey Map dated April 17, 2026, may be approved under Chapter 135 and recommends approval to the Town Board with the following contingencies:

1. The CSM is revised to include the driveway location for the proposed vacant residential lots.
2. The CSM is revised to include a note referencing the encumbrance of the Conservation Easement.
3. The Plan Commission recommends approval of the following exceptions to design standards identified on the CSM:
 - a) Setback reduction on Lot 3 to 75-foot front yard and 25-foot side and rear yards;
 - b) Lot width less than 150 feet for Lots 2 and 4; and
 - c) Depth-to-width ratio greater than 3:1 for Lots 2 and 4.
4. Town Board approval of the Farm Plan and rezoning as described above.
5. Recording of the Conservation Easement concurrently with the CSM.
6. Authorization for the Town Chairperson to sign the CSM on behalf of the Town upon satisfaction of the conditions of approval.

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, including final Conservation Easement revisions, CSM notes, driveway-location information, and requested exceptions to design standards.

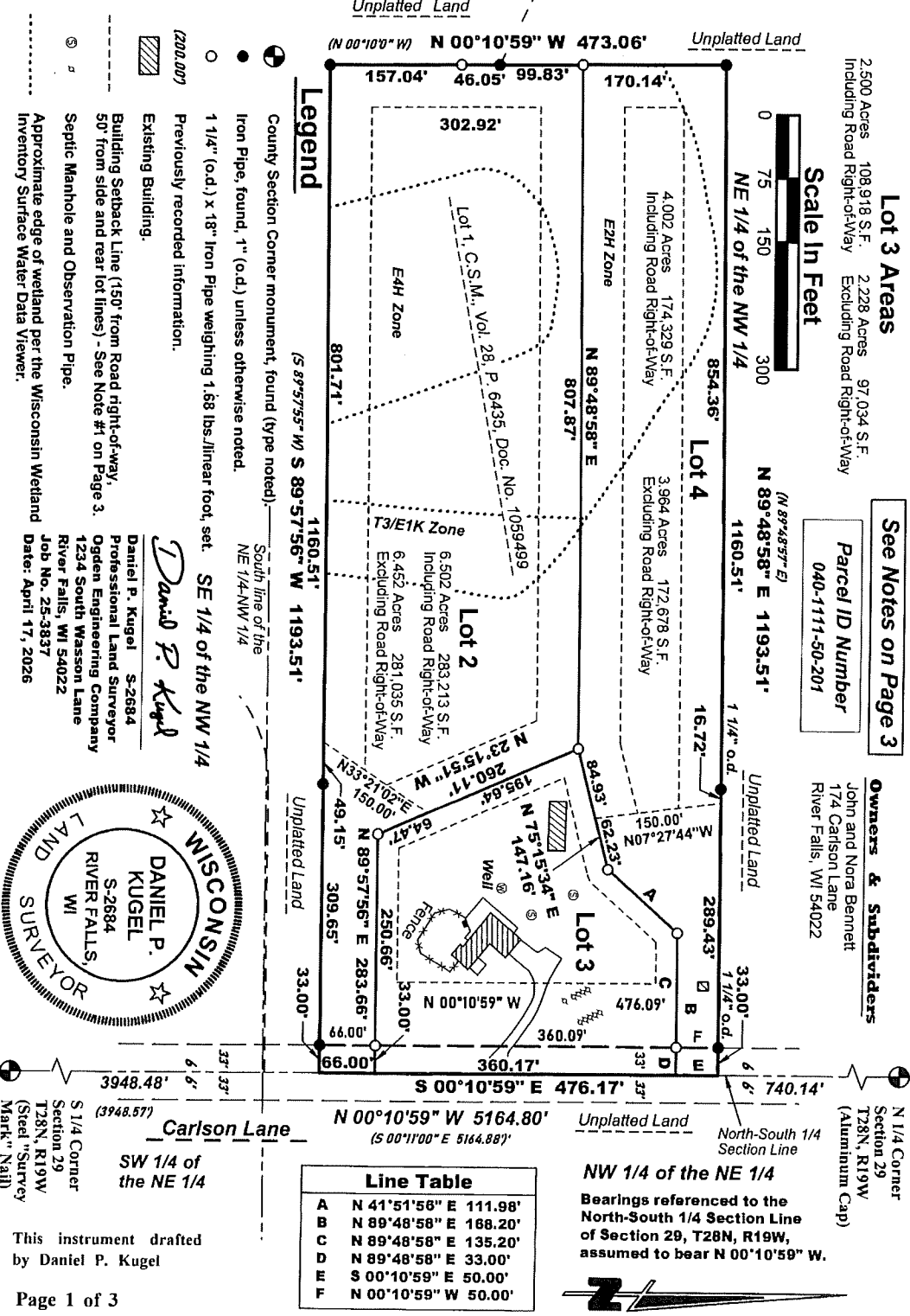
7. ATTACHMENTS

1. April 17, 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

4. SITE MAP EXHIBITS #1-4

Certified Survey Map

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W,
Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the
Certified Survey Map recorded in Volume 28, Page 6435,
Document Number 1059499.



This instrument drafted
by Daniel P. Kugel

Certified Survey Map

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W,
Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the
Certified Survey Map recorded in Volume 28, Page 6435,
Document Number 1059499.

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 NE 1/4 of the NW 1/4 of Section 29, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, and is described as follows:

Lot 1 of the Certified Survey Map recorded in Volume 28, Page 6435, Document Number 1059499.

This parcel contains 13.004 acres, more or less, being 566,460 square feet, more or less, including road right-of-way and 12.644 acres, more or less, being 550,747 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: April 17, 2026



Daniel P. Kugel

Daniel P. Kugel S-2684 Job No. 25-3837
Professional Land Surveyor
Ogden Engineering Company
1234 South Wasson Lane
River Falls, Wisconsin 54022

Owners & Subdividers
John and Nora Bennett
174 Carlson Lane
River Falls, WI 54022

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 Chairperson

St. Croix County Community Development Department Certificate

Resolved, that this minor land division for John and Nora Bennett, owners, is hereby approved by the St. Croix County Community Development Department.

Date

St. Croix County Community
Development Department

Certified Survey Map

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W,
Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the
Certified Survey Map recorded in Volume 28, Page 6435,
Document Number 1059499.

Owner's Certificate

As owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

Witness the hand and seal of said owners this _____ day of _____, 20_____.

John Bennett

Nora Bennett

State of _____)
_____ County) SS

Personally came before me this _____ day of _____, 20_____, the above
named John Bennett and Nora Bennett, to me known to be the same persons
who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____ (state)

My commission expires _____.

Date: April 17, 2026

Notes

An Exception to Design Standards is being requested for the following:

- 1. Setback reduction on Lot 3 (75' Front, 25' sides and rear).*
- 2. Lot width less than 150' for Lot 2 and 4.*
- 3. Depth to Width greater than 3:1 for Lots 2 and 4.*



Daniel P. Kugel

Daniel P. Kugel S-2684 Job No. 25-3837
Professional Land Surveyor
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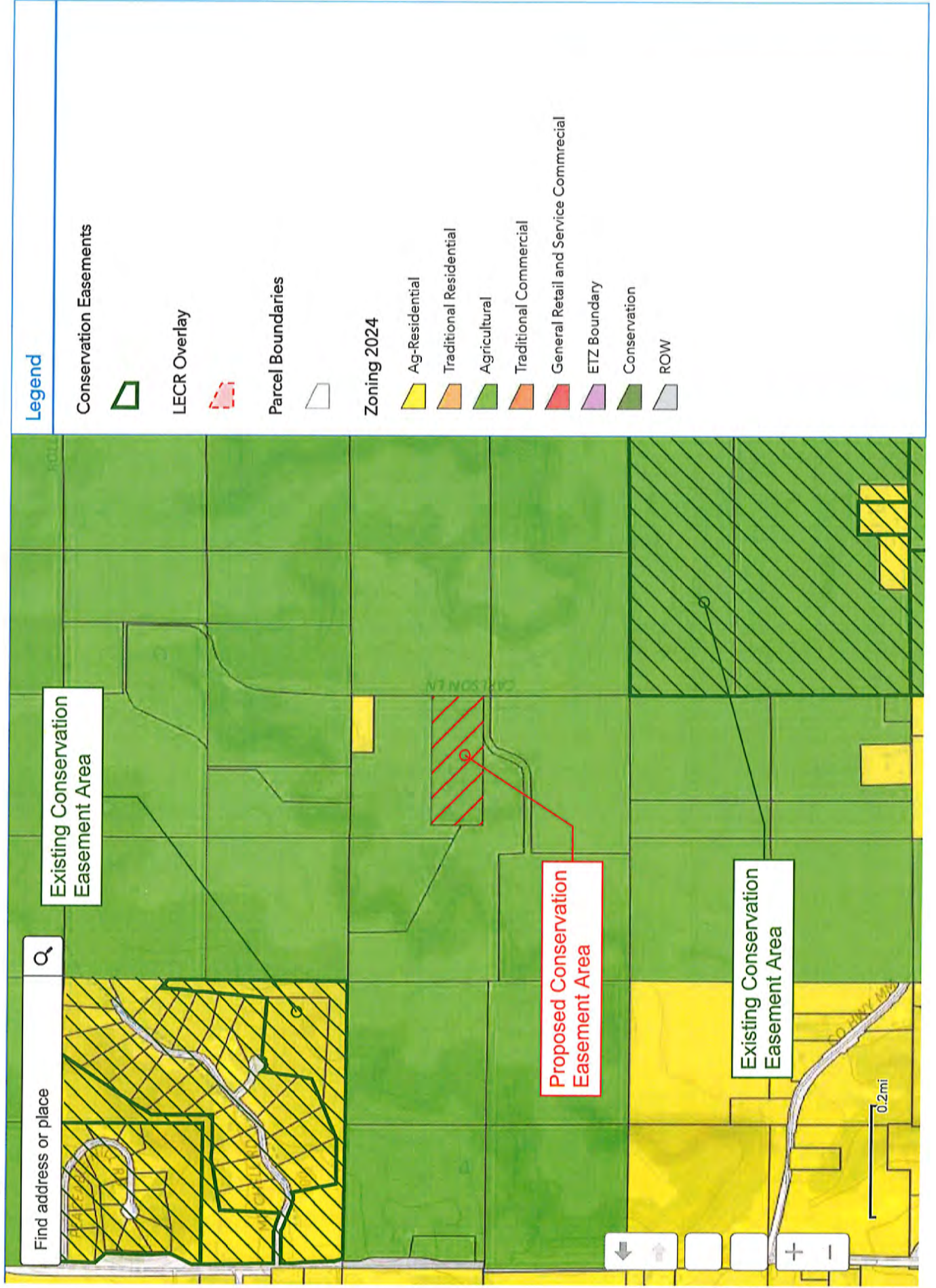
St. Croix County, WI

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



Zoning Districts

Town of Troy



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
 - Residential

Residential-Agriculture Land Use

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 1 1/2 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 conservation easements are as of 3/2014. There will be additional Sending Areas as agricultural land is developed.

0 2500 5000 7500 Feet

5. SUBMITTED FARM PLAN EXHIBIT #5

**Rezoning Map
& Whole Farm Plan**
Part of the NE 1/4 of the NW 1/4
of Section 29, T28N, R19W

Carlson Lane

Scale In Feet



Contour Interval=1'

(Contours obtained from St.
Croix County LIDAR data)

OGDEN ENGINEERING CO.
Civil Engineering & Land Surveying
1234 S. Watson Lane, River Falls, WI 54022
(715) 425-7531

Date: 4-17-2026

Job No. 25-3837

Exceptions to Design Standards

1. Length to Width Ratio for Lots 2 and 4 will be greater than 3:1.
2. Lot widths for portions of Lot 2 and Lot 4 are less than 150'.
3. Certified Survey Map setbacks do not fit the existing buildings (not shown). Requesting 75' front and 25' side and rear setbacks.

50/50 Program Choice

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

Lots allowed:

50%: 50% of 13.00 = 6.50 acres (Lot 2 - Farmette Lot)

50%: 50% of 13.00 = 6.50 (Lots 3 & 4)
(6.50 acres)/(3 acres per lot) = 2 Lots

Total Lots Allowed = 3 Lots

Lot 4
4.00 Acres

Lot 3
2.50 Acres

Lot 2
(Farmette Lot)
6.50 Acres

Rezoning Map & Whole Farm Plan Part of the NE 1/4 of the NW 1/4 of Section 29, T29N, R19W



Scale In Feet



Contour Interval = 1'
(Contours obtained from St.
Croix County LIDAR data)

OGDEN ENGINEERING CO.
Civil Engineering & Land Surveying
1224 S. Mason Lane, River Falls, WI 54022
(715) 425-1811

Date: 4-17-2026
Job No. 25-3837

Exceptions to Design Standards

1. Length to Width Ratio for Lots 2, 3 and 4 will be greater than 3:1.
2. Lot widths for portions of Lot 2 and Lot 4 are less than 150'
3. Certified Survey Map setbacks do not fit the existing buildings (not shown). Respecting 7' front and 25' side and rear setbacks.

Lot 3
2.50 Acres

Lot 2
(Farmette Lot)
6.50 Acres

Lot 4
4.00 Acres

50/50 Program Choice

13.00 Acres currently zoned Agricultural including existing Town Road Right-of-Way

Lots allowed:

- 50%: 50% of 13.00 = 6.50 acres (Lot 2 - Farmette Lot)
- 50%: 50% of 13.00 = 6.50 (Lots 3 & 4) (6.50 acres) (3 acres per lot) = 2 Lots
- Total Lots Allowed = 3 Lots

NE 1/4 of the NW 1/4

Carlson Lane

6. DRAFT CONSERVATION EASEMENT EXHIBIT #6

CONSERVATION EASEMENT

John A. Bennett, a/k/a John Bennett and Nora C. Bennett, a/k/a Nora Bennett (hereinafter collectively referred to as "Grantor") for themselves and their successors and assigns, hereby grant and convey 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 13.004 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 the Northeast Quarter of the Northwest Quarter of Section 29, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin; described as follows:

Lot 1 of Certified Survey Map filed in Volume 28, Page 6435, as Document No. 1059499. Containing 13.004 acres of land more or less.

This parcel contains 13.004 acres, more or less, being 566,460 square feet more or less, including Carlson Lane 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. 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 reasonable 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 shall be used exclusively for natural, scenic, wildlife habitat, plant habitat, and conservation purposes, management and preservation and for the creation of residential lots on which dwelling units may be built to the densities authorized herein. Driveways, public road rights of way or easements serving only the property being encumbered herein, fences, outbuildings (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 placed underground. All such development shall remain subject to related state and local regulations in effect at the time the development occurs. The use or operation of the subject property for commercial, residential or industrial activities is specifically prohibited except as such uses or operations 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 13.004 acres in size, more or less, consists of consists of open land and grasses and is currently zoned Exclusive Agricultural. One single-family dwelling with accessory buildings is located on the that portion of the subject property as described in Exhibit A, which is incorporated herein by reference. No other improvements are located on the subject property except for fences and field roads. No other improvements are located on the subject property except for fences and a driveway. 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 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. "Development Rights" are defined for all purposes associated with this easement as the ability to subdivide real property and create lots for residential purposes 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 in 50% of the area of the subject property as discussed in Section 6.C. and, in the other 50% of the area of the subject property 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 than twelve acres of land, with the understanding that these densities can be increased with incoming transfers of development rights, as contemplated in Sections 6.B. and C. herein and as authorized by the SDO. As part of the re-zoning process, and in conformity with the SDO, Grantor has made a 50/50 Farm Plan Program Choice concerning the subject property. Grantor and Grantee agree that the areas of the location of the 50% of the area that can develop at three acre and twelve-acre densities need not be specifically identified now, and that this conservation easement shall encumber the entire subject property. The specific location of the 50% portions of the subject property that can develop at three acre and twelve-acre densities 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 density to which 50% of the subject property can be subdivided, (2) the more limited density to which the other 50% of the subject property can be subdivided, (3) the maximum number of development rights that can be transferred into each of the 50% areas of the subject property and (4) the maximum allowable densities and minimum lot sizes available in each of the 50% 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 set forth 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 law 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. First 50% Area; Fewer Development Rights Available. On the first 50% or 6.502 acres of the subject property, Grantor has the ability to create one (1) lot, said lot to have a minimum size of twelve acres. This one lot in this First 50% area shall be encumbered with a perpetual restriction against further subdivision. All other rights to subdivide this First 50% area of the subject property are extinguished, in perpetuity.

The First 50% Area required to be identified by this Section 6.B. is hereby designated and identified as follows:

Part of the NE ¼ of the NW ¼ of Section 29, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being part of Lot 1 of Certified Survey Map filed in Volume 12, Page 3261, Document No. 1059499, described as follows:

Insert Metes and Bounds Description – Lot 2

- C. Second 50% Area; More Development Rights Available. On the second 50% or 6.502 acres of the subject property, Grantor has the ability to create no more than 1 lot, with such lot to have a minimum size of one acre. Up to one additional lot may be created in this second 50% area pursuant to incoming transfer of development rights. Any incoming transfer of development rights shall be pursuant to a permit, 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 the development rights are transferred. If an incoming transfer into this Second 50% area is duly authorized, the minimum lot size requirement for all lots being created in this Second 50% 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 other rights to subdivide this Second 50% area of the subject property are extinguished, in perpetuity.

The Second 50% Area required to be identified by this Section 6.B. is hereby designated and identified as follows:

Part of the NE ¼ of the NW ¼ of Section 29, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being part of Lot 1 of Certified Survey Map filed in Volume 12, Page 3261, Document No. 1059499, described as follows:

Insert Metes and Bounds Description – Lots 3 and 4

- D. 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.
- E. 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 First 50% 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, minerals and hydrocarbons from the property by any method.

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) (2017-2018). 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 it 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: John A. Bennett and Nora C. Bennett
174 Carlson Lane
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.

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.

(Signatures on following pages)

GRANTOR:

John A. Bennett

Date: _____

Nora C. Bennett

Date: _____

ACKNOWLEDGEMENT

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

Personally came before me this _____ day of _____, 2026, the above-named John A. Bennett, 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 ST. CROIX)

Personally came before me this _____ day of _____, 2026, the above-named Nora C. Bennett, 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:

Douglas Rowen, Town Chair

Date: _____

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:

April Fredrick, Clerk/Treasurer

Date: _____

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"

Part of the NE ¼ of the NW ¼ of Section 29, Township 28 North, Range 19 West, Town of Troy, St. Croix County, Wisconsin, being part of Lot 1 of Certified Survey Map filed in Volume 12, Page 3261, Document No. 1059499, described as follows:

Insert Metes and Bounds Description – Lot 3

_____	'	x	_____	'	Home Occupied at 174 Carlson Lane
_____	'	x	_____	'	Outbuilding
_____	'	x	_____	'	Outbuilding



OGDEN ENGINEERING COMPANY, INC.

Civil Engineering and Land Surveying Solutions Since 1971

1234 South Wasson Lane, River Falls, Wisconsin 54022

Telephone (715)425-7631 Fax (715)425-7965 ogdenengineeringinc.com

JAMES "LOUIE" FILKINS

Professional Engineer

Professional Land Surveyor

Certified Soil Tester

DANIEL P. KUGEL

Professional Land Surveyor

Certified Soil Tester

April 30, 2026

Job No. 25-3837

April Fredrick, Clerk/Treasurer
Town of Troy
654 Glover Road
Hudson, Wisconsin 54016

Re: Rezoning and Whole Farm Plan for Bennett Property, Town of Troy, St. Croix County, Wisconsin

Dear April;

Enclosed are the materials for the above-named project. We are requesting to be put on the agenda for the June 2026 Plan Commission and Town Board meetings.

If any materials are missing or you need additional information, please let me know. Please call or email with any questions or concerns.

Respectfully,

Daniel P. Kugel

dkugel@ogdenengineeringinc.com

Enclosed: (11) 11"x17" Rezoning Map & Whole Farm Plan (no aerial photo)
(11) 11"x17" Rezoning Map & Whole Farm Plan (w/aerial photo)
(11) Certified Survey Maps

Cc: Nora Bennett w/enclosures (via email)
Rob Jones w/enclosures (via email)
David Carlson w/enclosures (via email)

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W,
Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the
Certified Survey Map recorded in Volume 28, Page 6435,
Document Number 1059499.



**This instrument drafted
by Daniel P. Kugel**

Certified Survey Map

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the Certified Survey Map recorded in Volume 28, Page 6435, Document Number 1059499.

Surveyor's Certificate

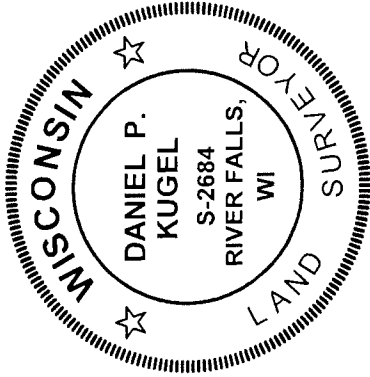
I, Daniel P. Kugel, Professional Land Surveyor, hereby certify that I have surveyed, divided, and mapped this Certified Survey Map located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, and is described as follows:

Lot 1 of the Certified Survey Map recorded in Volume 28, Page 6435, Document Number 1059499.

This parcel contains 13.004 acres, more or less, being 566,460 square feet, more or less, including road right-of-way and 12.644 acres, more or less, being 550,747 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: April 17, 2026



Daniel P. Kugel

Daniel P. Kugel S-2684 Job No. 25-3837
Professional Land Surveyor
Ogden Engineering Company
1234 South Wasson Lane
River Falls, Wisconsin 54022

Owners & Subdividers
John and Nora Bennett
174 Carlson Lane
River Falls, WI 54022

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 Chairperson

St. Croix County Community Development Department Certificate

Resolved, that this minor land division for John and Nora Bennett, owners, is hereby approved by the St. Croix County Community Development Department.

Date

St. Croix County Community
Development Department

Certified Survey Map

Located in the NE 1/4 of the NW 1/4 of Section 29, T28N, R19W, Town of Troy, St. Croix County, Wisconsin, being Lot 1 of the Certified Survey Map recorded in Volume 28, Page 6435, Document Number 1059499.

Owner's Certificate

As owners, we hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map.

Witness the hand and seal of said owners this day of , 20 .

John Bennett Nora Bennett

State of) SS
County)

Personally came before me this day of , 20 , the above named John Bennett and Nora Bennett, to me known to be the same persons who executed the foregoing instrument and acknowledged the same.

Notary Public, County, (state)

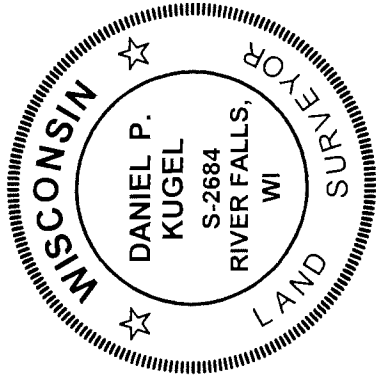
My commission expires _____.

Date: April 17, 2026

Notes

An Exception to Design Standards is being requested for the following:

- 1. Setback reduction on Lot 3 (75' Front, 25' sides and rear).
- 2. Lot width less than 150' for Lot 2 and 4.
- 3. Depth to Width greater than 3:1 for Lots 2 and 4.

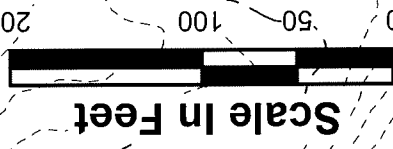


Daniel P. Kugel

Daniel P. Kugel S-2684 Job No. 25-3837
Professional Land Surveyor
Ogden Engineering Company
1234 South Wasson Lane
River Falls, Wisconsin 54022

Owners & Subdividers
John and Nora Bennett
174 Carlson Lane
River Falls, WI 54022

**Rezoning Map
& Whole Farm Plan**
Part of the NE 1/4 of the NW 1/4
of Section 29, T28N, R19W



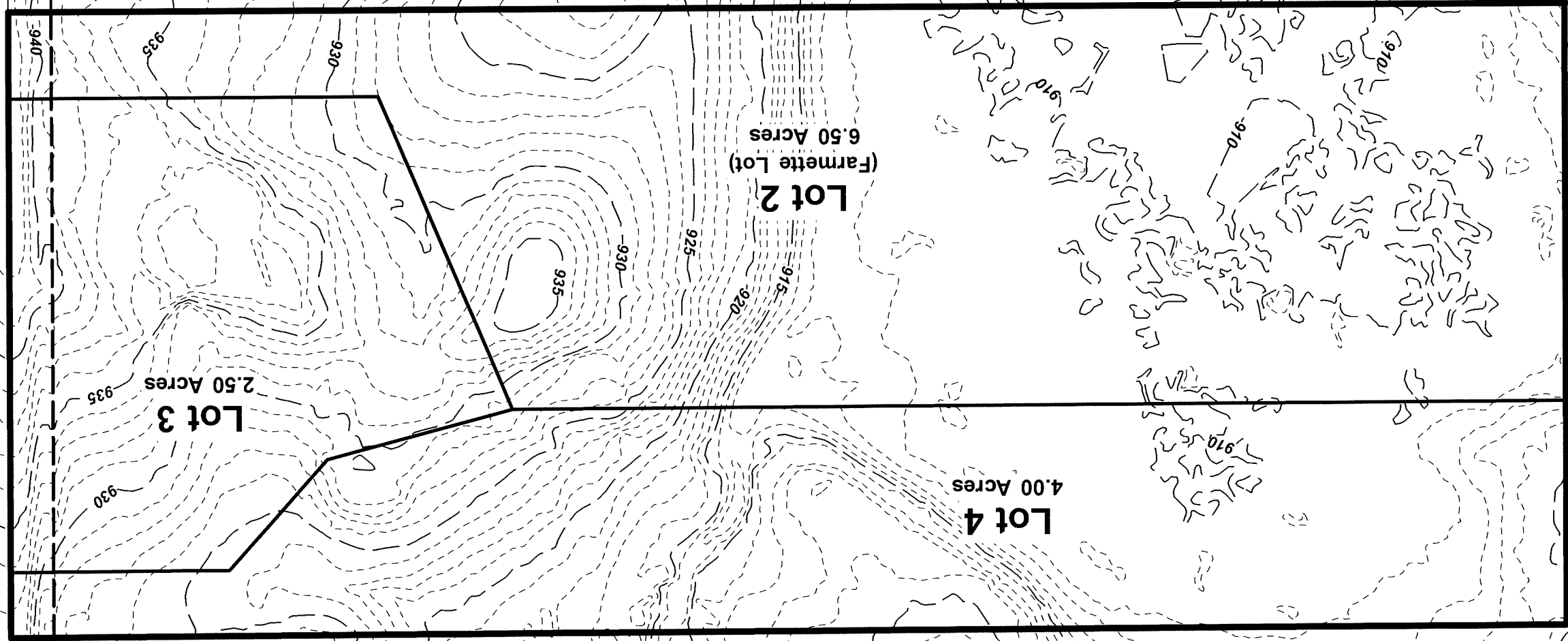
Contour Interval=1'
(Contours obtained from St.
Croix County LIDAR data)

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

Date: 4-17-2026

Job No. 25-3837

- Exceptions to Design Standards**
1. Length to Width Ratio for Lots 2 and 4 will be greater than 3:1.
 2. Lot widths for portions of Lot 2 and Lot 4 are less than 150'.
 3. Certified Survey Map setbacks do not fit the existing buildings (not shown). Requesting 75' front and 25' side and rear setbacks.



50/50 Program Choice

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

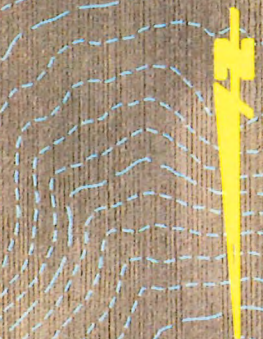
Lots allowed:

50%: 50% of 13.00 = 6.50 acres (Lot 2 - Farmette Lot)

50%: 50% of 13.00 = 6.50 (Lots 3 & 4) (6.50 acres)/(3 acres per lot) = 2 Lots

Total Lots Allowed = 3 Lots

**Rezoning Map
& Whole Farm Plan**
Part of the NE 1/4 of the NW 1/4
of Section 29, T28N, R19W



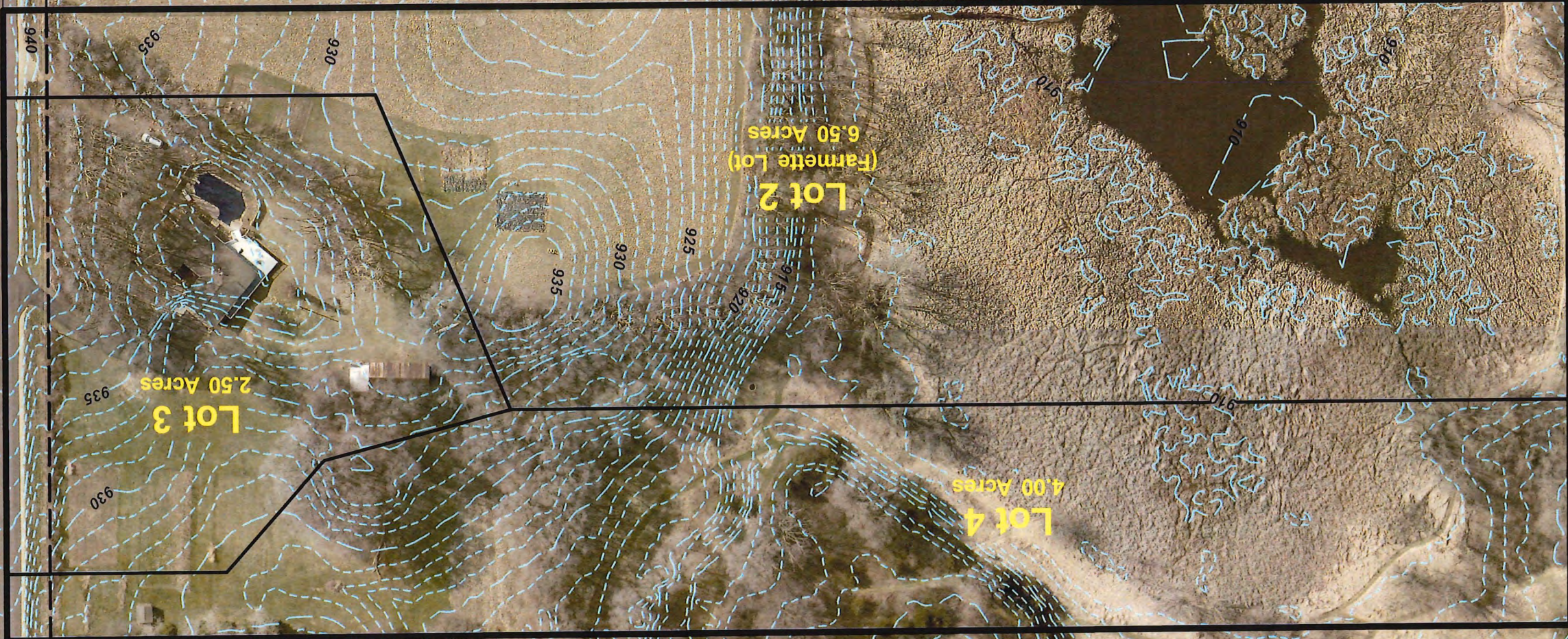
Scale in Feet
0 50 100 200
Graphic scale bar.

Contour Interval=1'
(Contours obtained from St
Croix County LIDAR data)

OGDEN ENGINEERING CO.
Civil Engineering & Land Surveying
1234 S. Wesson Lane, River Falls, WI 54022
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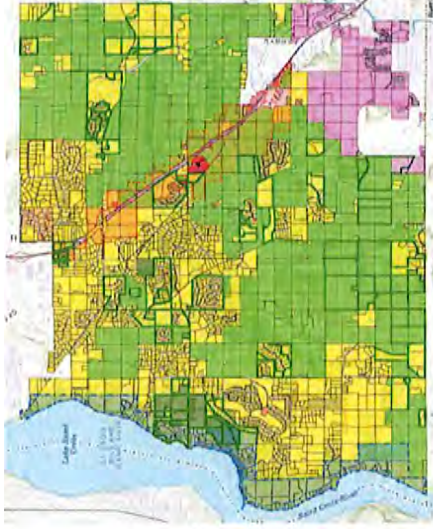
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Lots allowed:
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50%: 50% of 13.00 = 6.50 (Lots 3 & 4)
(6.50 acres)/(3 acres per lot) = 2 Lots
Total Lots Allowed = 3 Lots

Cooperative Boundary Plan Town of Troy and City of Hudson

1881



2026



2125+



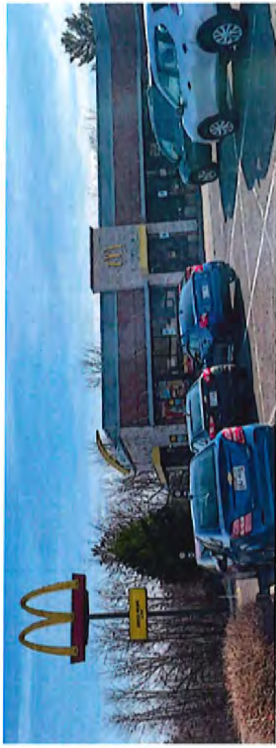
Once upon a time,
there was land in the Town of Troy...



Housing



Dining



Commercial/industrial

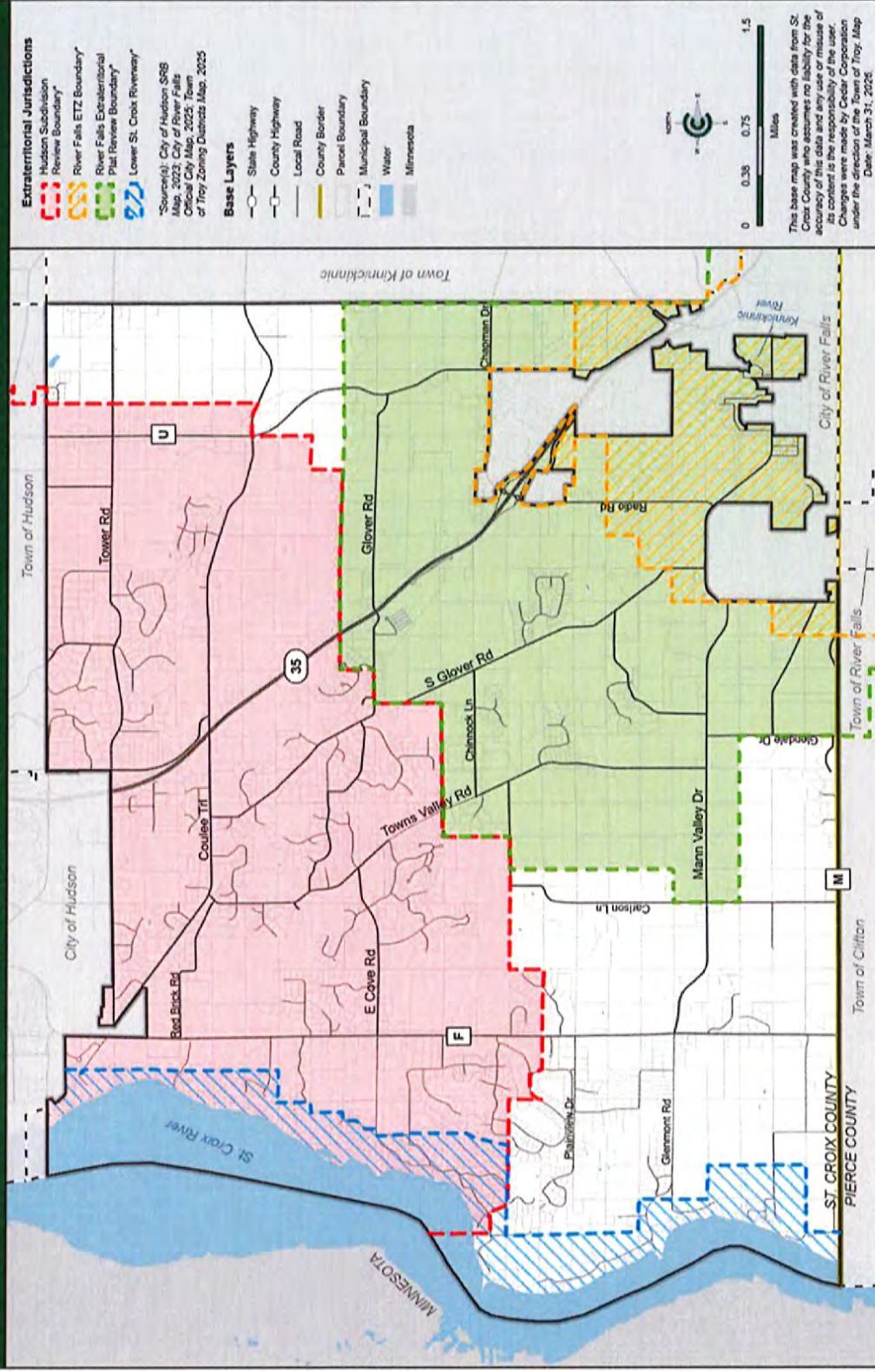


Troy Boundary Situation - Current

- Troy has little influence over annexations of property to Hudson or River Falls
- Hudson & River Falls can rezone and develop annexed property any way their City Councils approve
- Hudson & River Falls can control land subdivisions in Troy within 3 miles of their borders (85% of Troy and growing)
- 100 acres of additional annexations currently proposed in Hudson
- 130 acres annexed to River Falls in 2022-2025
- River Falls Extraterritorial Zoning in 1,400+ Acres of Troy

Map 8-1

Extraterritorial Jurisdiction Boundaries Town of Troy, St. Croix County, Wisconsin

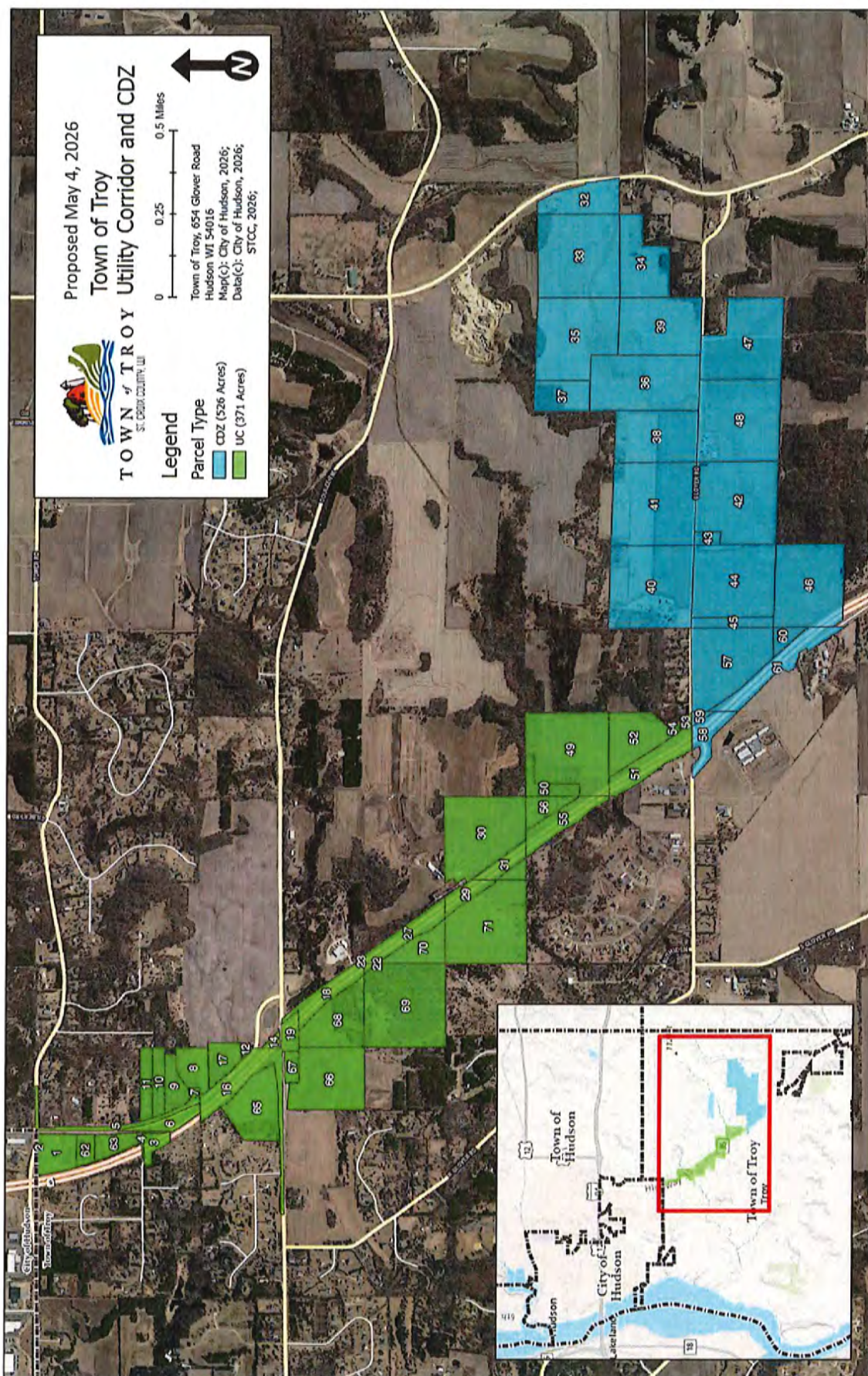


Long Term Collaboration between the Town of Troy and City of Hudson to:

- *Improve* preservation of Troy's **Rural Character** and Agriculture
- *Restore* and protect **property owner rights**
- *Enable* **market driven development** (commercial and residential)
- *Establish* **collaborative planning** and joint decision making frameworks for the future
- *Allow* the City of Hudson to **expand into areas of Troy (selected by the Town)** not currently accessible through the statutory annexation processes

Cooperative Boundary Plan - Details

- Annexation
 - No Forced Annexation
 - Unanimous only
 - Only Contiguous to City (not CDZ or Utility Corridor)
 - Joint Zoning (Single Family Only)
 - Visual Buffering to Troy Properties
 - Development Rights used for Exclusive Agriculture
 - Conservation Easements maintained
- Extraterritorial Plat Review Area
 - No challenges to Troy subdivisions (except contiguous parcels)
 - Allow development in Troy
 - Expands as Hudson borders change
 - Reduce River Falls Subdivision/Zoning/Use constraints
- Potential municipal sewer/water without annexation
- Jointly managed changes to standards



Cooperative Boundary Plan - Special Zones

(793 Private Acres – 3.4%)

- **Commercial Development Zone (CDZ)**
 - Concentrated Commercial Development
 - 35 & U Transportation access
 - Natural Terrain buffers
 - Boundary buffer standards
 - Existing power, fiber
 - Planned 35 overpass and interchange
 - Joint Zoning Control of uses
 - Design Standards
 - Develop in Troy or Hudson
 - Development Rights used for Exclusive Agriculture
 - Municipal Sewer & Water
 - 99 years, attach to City (or owner request)
- **Utility Corridor (UC)**
 - Joint Zoning Control (Single Family Res)
 - Visual buffering standards
 - Design Standards
 - Develop in Troy or Hudson
 - Development Rights used for Exclusive Agriculture
 - Municipal Sewer & Water
 - 99 years, attach to City (or owner request)

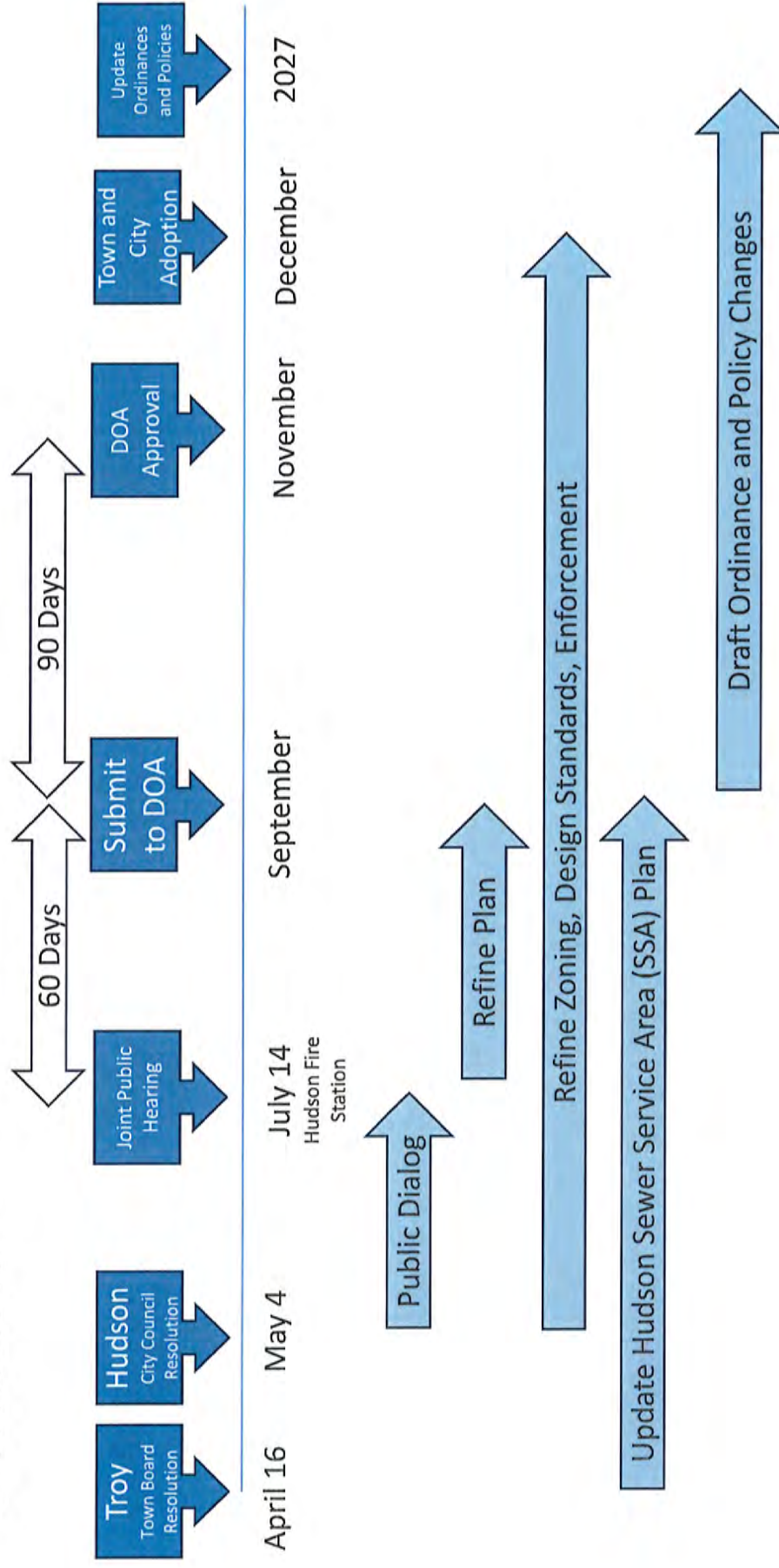
Parcels adjacent to the CDZ and UC would not be eligible for annexation to the City of Hudson, unless they are otherwise contiguous to the City.

Cooperative Boundary Plan Zoning Options

Zoning Options		Commercial Development Zone (CDZ)	Utility Corridor	Extra CDZ Annexation
Pre Annexation or Attachment (Town)	AG - Exclusive Agriculture	Yes	Yes	Yes
	AG-RES - Agricultural Residential	No	Yes	Yes
	C - Conservancy	No	Yes	Yes
	COMM – Commercial (Any Town District)	Yes	No	LECR Only
	Future Town Zoning Districts	With Amendment	With Amendment	Yes
Post Annexation or Attachment (City)	AR – Agricultural Residential	Yes	Yes	Yes
	R-1 – One-Family Residential	No	Yes	Yes
	C-1 - Conservation	Yes	Yes	Yes
	C-2 – Conservation Recreational	Yes	Yes	Yes
	B-2 – General Business	Yes	No	No
	OFC - Office	Yes	No	No
	Future City Zoning	With Amendment	With Amendment	With Amendment

All Underlying standards apply, CBP standards apply if more restrictive

Timeline



Cooperative Boundary Plan Benefits

Troy/Hudson Boundary Plan

- Shared City & Town Rules for Annexation and uses
- City support for Troy farmland preservation (TDR)
- Protect and restore rights to develop land
 - Develop in Town
 - Annex or Attach to City

Today

- City controlled annexation and uses
- No farmland preservation with annexed properties
 - Unless prior Conservation Easement
- City restrictions on developing land in Troy (subdivision and uses)

Boundary Agreement Questions



- Do you want to preserve Troy's rural character?
- Do you want to preserve farmland in Troy?
- Would you prefer commercial traffic primarily on Hwy 35 and county roads instead of Troy's rural and residential roads?
- Would you like commercial development adjacent to Troy to be concentrated and buffered from residential development or scattered around the town?
- Do you prefer single family homes in Troy over apartment buildings and multi family housing?
- Do you want Troy to have a voice in how property annexed to Hudson or River Falls is developed?
- Do you want to be forced to annex your property to Hudson or River Falls because your neighbor chooses to annex?
- Do you want River Falls or Hudson to prevent you from subdividing your land?
- Do you want River Falls or Hudson to prevent you from developing your property to Troy standards?
- Do you want River Falls or Hudson to prevent you from building new structures on your property in Troy?

2 Primary Agreements

Cooperative Boundary Plan

- Permanent long term boundary
- Rules for framework
- Defines Joint Committee
- Dispute resolution
- 99 year term
- Approval by Town Board, City Council, WI DOA
- Amendments by same process as creation

Intergovernmental Agreement - CBP

- Zoning limitations for annexations and attachments
- Setback and buffering standards
- Enforcement mechanisms
- Municipal sewer/water options
- Approval by Town Board and City Council concurrently with Plan
- Amendments recommended by Joint Commission, approved by Town Board and City Council