

Rezone for Parcel 0812-122-8011-0 along Canal Rd.
Town of Medina, Dane County,
Wisconsin

Applicant/Landowner:

Van Holten's Inc.
703 W. Madison St.
Waterloo, WI 53594
920-478-2144 ext. 222
Steve Byrnes, President
steveb@vanholtenpickles.com

**Engineer, Surveyor &
Planner**

Vierbicher
999 Fourier Drive, Suite 201
Madison, WI 53717
608-826-0532
Sarah V. Church, PE
schu@vierbicher.com

Prepared On:
July 16, 2024

Amended On:
July 25, 2024
September 20, 2024

TABLE OF CONTENTS

Description	Page #
Executive Summary	2
1.1 Overview	2
Site Plan Commentary.....	3
2.1 Existing Subject Property Lines & Dimensions	3
2.2 Existing and Proposed Wastewater Treatment Systems & Wells.....	4
2.3 Existing or Proposed Buildings, Outdoor Use, and Storage Areas	4
2.4 Dimensions & Setbacks.....	5
2.5 Existing and Proposed Driveway Entrances, Locations, and Widths.....	5
2.6 Location & Dimensions of Existing Utilities, Easements, or Rights-of-Way.....	5
2.7 Parking Lot.....	6
2.8 Proposed Loading & Unloading Areas	6
2.9 Zoning District Boundaries.....	6
2.10 Relevant Natural Features.....	6
2.11 Location & Type of Proposed Screening, Landscaping, Berms, or Buffer Areas	7
2.12 Lighting, Signs, Refuse Dumpsters, Possible Future Expansion Areas.....	7
Neighborhood Characteristics	8
3.1 Current Uses of the Property	8
3.2 Current Uses of Neighborhood's Surrounding Properties	8
Operational Narrative	8
4.1 Hours of Operation	8
4.2 Number of Employees	8
4.3 Anticipated Negative Externalities & Mitigation Measures.....	9
4.4 Materials or Activities Outside Enclosed Building(s)	9
4.5 Compliance with Dane County Stormwater & Erosion Control (Chp 11+14).....	9
4.6 Sanitary Facilities.....	9
4.7 Facilities for Managing Trash, Solid Waste, and Recyclables	9
4.8 Anticipated Traffic & Vehicle Types.....	10
4.9 Hazardous, Toxic, or Explosive Material On-Site & Mitigation Measures.....	11
4.10 Light Pollution	11
4.11 Signage.....	11
Appendices: Exhibits.....	11



Executive Summary

1.1 Overview

This singular document incorporates Town Plan Commission, Town resident, and Dane County LWRD feedback to:

- The July 25, 2024 submittal (discussed at August 6, 2024 Plan Commission meeting),
- The August 22, 2024 Addendum with revised site plan (discussed at the August 27, 2024 Plan Commission meeting),
- Information provided by Van Holten's President Steve Byrnes in Friday August 9, 2024, Monday August 26, 2024, and Friday September 6, 2024 emails (in Appendices G, H, and J).

[Van Holten's Inc.](#) wishes to rezone parcel number [0812-122-8011-0](#) in the Town of Medina, Dane County, WI into two (2) different zoning districts. The legal description, as reported on Plat of Survey 2023-00002 (**Exhibit C**), is:

PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12. T.BN .. R.12E. OF THE 4TH P.M. .. TOWN OF MEDINA. DANE COUNTY WISCONSIN.

DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE N89°24'29"E ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, 500.94 FEET; THENCE S26°38'37"W 993.68 FEET TO AN IRON PIN ON THE NORTH LINE OF A DRIVEWAY EASEMENT DESCRIBED ON DOC. NO. 4489058; THENCE WESTERLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, 426.56 FEET, HAVING A RADIUS OF 5812.12 FEET AND A CHORD BEARING S82°29'18"W 426.46 FEET TO AN IRON PIN AT THE WEST ENO OF SAID EASEMENT; THENCE S9°36'51"E ALONG SAID WEST ENO, 33.0 FEET TO AN IRON PIN ON THE NORTH LINE OF THE RAILROAD PROPERTY; THENCE WESTERLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, 88.63 FEET, HAVING A RADIUS OF 5779.12 FEET AND A CHORD BEARING S79°56'47"W 88.63 FEET TO AN IRON PIN; THENCE

S79°29'17"W CONTINUING ALONG SAID NORTH LINE, 911.51 FEET TO AN IRON PIN ON THE WEST LINE OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION; THENCE N0°44'09"E ALONG SAID WEST LINE, 1113.44 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N88°17'31"E ALONG SAID NORTH LINE, 1331.75 FEET TO THE PLACE OF BEGINNING.

This is one (1) parcel to be subdivided via future two (2)-lot CSM. The land is currently zoned [FP-35](#) for agricultural use, and corn is currently grown on the property. This project intends to utilize the "limited amount of non-farm residential and commercial development" permissible in Agricultural Preservation Areas per the [Town of Medina Comprehensive Plan's Planned Land Use Map](#).

This proposal requests a rezone of the western ~16.4 acres to Farmland Preservation-Business Zoning District [FP-B](#) to accommodate a pickle tankyard (defined as an agriculture-related use which is permitted in the FP-B Zoning district). The pickle tankyard will be an operation of 200,000 cucumber bushel storage and fermentation. This facility will be comparable to Van Holten's tankyard facility in Waterloo one mile east. The cucumbers are grown elsewhere and arrive over an 8–12-week span in the summer. The fermented cucumbers will be taken to Van Holten's factory one mile to the east throughout the year. The eastern 18.6 acres will be rezoned to Small Lot Farmland Preservation Zoning District [FP-1](#) (**Exhibits A & D**). Van Holten's possesses a housing density right (**Exhibit E**) for a future home (with its own land division and rezone) beyond the scope of this application.



This document contains information regarding Neighborhood Characteristics (**Exhibit A**); the Site Plan (**Exhibit B**); Plat of Survey (**Exhibit C**); proposed land division (**Exhibit D**); Housing Density Right (**Exhibit E**) and Density Study (**Exhibit F**); estimating tax benefit to Town (**Exhibit G**); City of Waterloo coordination on Canal Road (**Exhibit H**); Stormwater Management Design (**Exhibit I**); Van Holten's (President Steve Byrnes') September 5, 2024 letter (**Exhibit J**); Rendering from Canal Road (**Exhibit K**); and Operational Narrative in fulfillment of Town of Medina plus Dane County requirements.

Site Plan Commentary

2.1 Existing Subject Property Lines & Dimensions

This parcel is 35.00 acres excluding right-of-way (36.39 acres including R.O.W).

Per Plat of Survey 2023-00002 (**Exhibit C**), the property line measurements are as follows:

Property Line	Length(s) (in feet) & Bearing
North	1,331.75 bearing N88°17'31"E
East	956.57 bearing S26°38'37"W
South	426.56 bearing S82°29'18"W; 33.00 bearing S9°36'51"E; 911.51 bearing S79°56'47"W
West	1,080.41 bearing S0°44'09"W (west line of the NE¼ of the NW¼ of Section 12-8-12)

The existing parcel will be split into two (2) lots via future Certified Survey Map (CSM). The following legal descriptions correspond to their respective proposed lots as seen in **Exhibit D**.

Proposed Lot 1, intended to have [FP-B](#) Zoning:

Being located in the NE1/4 of the NW1/4 of Section 12, T8N, R12E, Town of Medina, Dane County, Wisconsin, described as follows: Commencing at the northwest corner of said Section 12; thence N88°17'31"E, 1331.75 feet along the north line of said NW1/4 to the point of beginning; thence N88°17'31"E, 696.90 feet along the south right-of-way line of Canal Road; thence S00°44'09"W, 1,004.69 feet to the north line of the Wisconsin and Southern Railroad; thence S79°29'17"W, 709.90 feet along the north line of said Railroad; thence N00°44'09"E, 1113.44 feet along said west line of the NE1/4 of the NW1/4 to the point of beginning. Contains 737,392 square feet (16.928 acres); 714,384 (16.40 acres) excluding right-of-way.

Proposed Lot 2, intended to have [FP-1](#) Zoning:



Being located in the NE1/4 of the NW1/4 and the NW1/4 of the NE1/4 of Section 12, T8N, R12E, Town of Medina, Dane County, Wisconsin, described as follows: Beginning at the north quarter corner of said Section 12; thence N89°24'29"E, 500.94 feet along the north line of said NE1/4; thence S26°38'37"W, 993.68 feet to a point of curve; thence southwesterly on a curve to the left which has a radius of 5,812.12 feet and a chord which bears S82°29'18"W, 426.46 feet; thence S09°36'51"E, 33.00 feet to the north line of the Wisconsin and Southern Railroad and point of curve; thence southwesterly on a curve to the left which has a radius of 5,779.12 feet and a chord which bears S79°56'47"W, 88.63 feet; thence S79°29'17"W, 201.61 feet; thence N00°44'09"E, 1,004.69 feet; thence N88°17'31"E, 634.85 feet along the north line of said NE1/4 of the NW1/4 to the point of beginning. Contains 847,556 square feet (19.46 acres); 810,340 square feet (18.60 acres) excluding right-of-way.

2.2 Existing and Proposed Wastewater Treatment Systems & Wells

Currently, no wastewater treatment systems or wells are on the site. This plan proposes one (1) well with capacity no greater than 65 gallons per minute (gpm) and depth of 200 ft to supply the tankyard site's water needs. The wastewater needs on the proposed site will be handled by a new Septic Sewage System.

The maximum build-out condition of 500 tanks will utilize the one (1) planned well plus the one (1) new septic sewage system from the initial build-out, with no capacity expansions needed.

The existing parcel's eastern 18.6 acres are to be rezoned to [FP-1](#). A possible future home, outside the scope of this submission, would have its own well and private onsite wastewater treatment system (POWTS).

2.3 Existing or Proposed Buildings, Outdoor Use, and Storage Areas

Currently, one (1) dilapidated/abandoned shed exists amidst the triangular stand of timber adjacent to Canal Road. This structure will be removed in the future.

The site's western third comprising 16.4 acres will host the project. This includes two (2) buildings and one (1) storage tank:

- One (1) storage shed containing 6,000 square ft, with dimensions 106 ft length, 66ft width and 28 ft height, plus
- One (1) salt shed containing 495 square ft, with dimensions 50 ft length, 17.5 ft width and 11 ft height, and
- One (1) 11,000-gal Calcium Chloride Tank with dimensions 11ft diameter, 16 ft height

No additions or additional structures will be needed to accommodate the maximum build-out condition of 500 tanks.

A chain-link fence of 6 ft height, estimated 2,500 ft perimeter will surround the tankyard site's initial build-out of 200 tanks on the 16.4 acre site. At maximum build-out with 500 tanks, an



estimated 3,100 ft of chain-link fencing will surround the site, an increase of 600ft from the initial build-out phase.

Surface parking will be provided and is discussed in greater detail in **Section 2.7 Parking**. Given the site's purpose, "storage areas" include 200 storage tanks that will contain cucumbers for fermentation. The tanks will be organized into three (3) groups, and each of the three (3) groups has two (2) tanks arranged side-by-side in columns organized north-south. Around 70 tanks will be in each group. Each 11 ft diameter tank is constructed of fiberglass, has a 7,500 gallon capacity, and is buried 7 feet in the ground, with 4 ft sticking above the surface. We are designing the site to be capable of expansion to a maximum of 500 tanks. Access driveways between and around the groups facilitate easy access for adding new cucumbers to the tanks, or removing product into the 4 x 4 ft totes which hold the cucumbers on a flatbed trailer transport to our factory one mile to the east in Waterloo, WI.

The eastern 18.6 acres of the existing parcel is to be rezoned to [FP-1](#). A future home would utilize a future land division and rezone outside the scope of this submission.

2.4 Dimensions & Setbacks

As seen on the previous page, the buildings on the site will respect the dimensional zoning standards required for the Farmland Preservation-Business Zoning District [FP-B](#) or Small Lot Farmland Preservation Zoning District [FP-1](#).

Regarding setbacks applicable to the tankyard, the storage shed is the closest structure to Canal Road, and its 36 ft setback distance fulfills the County's 30 ft requirement from edge of right-of-way. A 150 ft buffer from eastern, southern, and western property lines to gravel surface would be maintained. Future expansions would change the proximity to the southern and eastern lot lines, though FP-B zoning district standards requiring a side yard of 25 ft and a rear yard of 50 ft, respectively, will continue to be followed.

2.5 Existing and Proposed Driveway Entrances, Locations, and Widths

The parcel does not currently have formal access from Canal Road, a town road, though a driveway exists in the southeast corner (see **Section 2.6**).

The project proposes one (1) driveway entrance 425 ft from the western property line. This driveway will be 30 ft wide to facilitate simultaneous entry and exit traffic and be constructed of gravel. The driveway, as constructed in the initial build-out phase, will serve the tankyard in its maximum build-out.

2.6 Location & Dimensions of Existing Utilities, Easements, or Rights-of-Way

There are no existing utilities on the property. Electrical and natural gas utilities to the property will be provided by WE Energies. Potential expansion will not increase utility needs beyond the capacity initially provided to the site.



Per **Exhibit C**, the parcel includes the southern half of Canal Road's right-of-way in its northern extents. No easements are portrayed on the parcel, though a 33' driveway easement recorded as Doc. No. 4489058 is southeast of the property.

2.7 Parking Lot

The parking lot will be west of the storage shed. The surface will be gravel, and contain nine (9) parking stalls to fulfill the vehicle storage needs for the (4) seasonal employees on the site. The proposed parking lot layout is in compliance with Dane County Code [§10.102\(8\)](#). Given the relationship between employees and required parking stalls, the maximum build-out not having any change to maximum number of employees on-site means the parking lot for the initial build-out will not need any modifications.

2.8 Proposed Loading & Unloading Areas

The loading and unloading of cucumbers and pickles moves throughout the tankyard going from one tank to another. The loading dock attached to the storage building is the other loading and unloading area. Save the additional tanks in a maximum build-out scenario, no additional loading or unloading areas will be needed.

2.9 Zoning District Boundaries

Exhibit A shows there are ten (10) parcels within 300ft of the property's boundary. Six (6) parcels are zoned [FP-35](#), one (1) parcel is zoned [RE](#), one (1) parcel is zoned [RR-8](#), one (1) parcel is zoned [RR-4](#), and one (1) parcels has two (2) zoning designations of [FP-35](#) & [RR-2](#).

2.10 Relevant Natural Features

Vierbicher staff utilizing DCI Map discovered the existing 35.0 acre parcel:

- Does not have one-hundred-year FEMA floodplain within its extents, though such floodplain exists to the west due to the Maunsha River.
- Does not have DNR wetlands present within its extents
- Does have DNR wetland indicators in the southeast extents of the proposed 18.6 acre lot, which does not contain the proposed tankyard.
- Does not have navigable or non-navigable waters
- Does have slopes over 12 percent grade, though it should be noted these locations, which contain wooded areas, are not to be disturbed with the tankyard operation in the parcel's western extents.



The Wisconsin Historical Society's [Wisconsin Archaeological Site Inventory](#) tool hosted by the State Historic Preservation Office yielded zero (0) results for archaeological sites on the site in Township 8NR12E S12.

2.11 Location & Type of Proposed Screening, Landscaping, Berms, or Buffer Areas

The site will be screened from the east with existing stands of woodland, as well as an existing tree line along the southern extents of the property.

A chain-link fence will surround the site. An estimated 600 ft of fencing would be added to the initial build-out phase's ~2,500 ft of fencing, for a total of approximately 3,100 ft of fencing surrounding the maximum build-out.

Along the northern fence line, vegetative screenings that grow to a mature height of 20 feet, spaced 10 feet apart, will be used (excluding the gated entrance) and dead plantings will be replaced. We are also siting the tankyard in a way that maximizes cropland surrounding the site while supporting proper stormwater management.

With the one (1) loading dock in the storage building, concrete side walls would hold back dirt if it cannot be done through contouring the landscape.

2.12 Lighting, Signs, Refuse Dumpsters, Possible Future Expansion Areas

The lighting will consist of four (4) Dark Sky-Compliant fixtures on the facades of the two (2) buildings. No fixtures will be on the northern building facades facing Canal Road. Two (2) fixtures will be on the southern building facades, and one (1) fixture apiece on the eastern and western building facades. Mounting height shall not exceed fifteen (15) feet. These four (4) dark-sky compliant lights could be motion-activated if requested by the Town. No light poles will be present in the tankyard area. Maximum build-out will increase the number of tanks, however, no light poles will be constructed. Our 6am-4pm operation hours (please see Section 4.1) especially when adding cucumbers to the tanks during summer harvest season, means there is sunlight available for operations.

There will be signage identifying location for trucking company's understanding. This will not be on the fencing or on the northern façade of the storage shed, which faces Canal Road.

There will be two (2) 5yd covered dumpsters located near the storage building.

The site is beneficial due to its proximity to our current Waterloo factory operation and the site's room to expand to the east.



Neighborhood Characteristics

3.1 Current Uses of the Property

The land is currently zoned [FP-35](#) for agricultural use, and currently growing corn. Van Holten's acquired the property in 2022. A portion of this site (16.4 acres) will be a lot containing pickle tankyard, and the other lot (18.6 acres) will remain in agricultural use.

3.2 Current Uses of Neighborhood's Surrounding Properties

Exhibit A shows there are ten (10) parcels within 300ft of the property's boundary. Two (2) parcels have rural residential uses, six (6) parcels have agricultural land uses, one (1) parcel has recreational uses, and one (1) parcel has combined agricultural plus rural residential uses.

Operational Narrative

4.1 Hours of Operation

This new facility will have the following hours of operation:

Day	Hours of Operation	Notes
Sunday	6am to 4pm	During harvest season, if required
Monday	6am to 4pm	
Tuesday	6am to 4pm	
Wednesday	6am to 4pm	
Thursday	6am to 4pm	
Friday	6am to 4pm	
Saturday	6am to 4pm	During harvest season, if required

Hours for the tankyard at maximum build-out would be identical to the initial build-out condition.

4.2 Number of Employees

There will be four (4) seasonal full-time equivalents (FTEs), and the maximum number of personnel to be on the premises at any time is 10.

For greater clarification: after cucumbers are fermented, employees arrive at the new location, daily, to retrieve pickles. This takes about 1 hour per load and could happen 3 times per day. Employees arrive periodically to collect samples and bring back to factory. Employees would not increase for the maximum build-out scenario.



4.3 Anticipated Negative Externalities & Mitigation Measures

Per Dane County, the following are negative externalities that can be experienced in commercial operations. For those negative impacts that may occur on the site, accompanying mitigation measures are presented.

Negative Externality	Anticipated/Present on Site? (Y/N)	Mitigation Measures
Noise	Y	Hand-held decibel readers will ensure neighbors are not exposed to noise levels exceeding 80 decibels.
Odors	N	
Soot	N	
Runoff	Y	Terrace and Vegetation; site will conform to Dane County requirements
Pollution	N	

4.4 Materials or Activities Outside Enclosed Building(s)

It is anticipated that machinery such as trucks will be operating on the access driveways to access the fermented cucumbers in their holding tanks. During cucumber season trucks will arrive and fill fermentation tanks with cucumbers. While the fermentation is happening, tank conditions are monitored, salt and calcium chloride are added as needed. After the fermentation is complete, pickles are pulled out of tanks daily and brought to the main facility for processing.

Around 1.5 percent of the facility enters or leaves the site daily (equivalent to three (3) truckloads of cucumbers arriving or departing) in initial phase or maximum build-out condition.

4.5 Compliance with Dane County Stormwater & Erosion Control (Chp 11+14)

It is Van Holten's intent to comply with all applicable Town, County, DNR, State, and Federal regulations pertaining to this use. The proposed plans were submitted to Dane County Water & Land Conservation for review in July 2024.

4.6 Sanitary Facilities

Given there will be a maximum ten (10) employees on the site, it is planned to have one (1) sanitary facility for staff members. With the maximum number of employees on-site (10) not changing for the maximum build-out, no change to the one (1) sanitary facility is envisioned.

4.7 Facilities for Managing Trash, Solid Waste, and Recyclables

Van Holten contracts with LRS for Trash, LRS for Solid Waste (No solid waste is generated, i.e. bad pickles, sludge, etc..), and LRS for recyclables.



Van Holten's is installing a Brine Recycle Facility for reclaiming dry salt and the water will be reused in our main facility. It will be fully operational by the end of 2024. Van Holten's will be near net-zero discharge.

4.8 Anticipated Traffic & Vehicle Types

This tankyard is for the storage and fermentation of cucumbers grown elsewhere. The tankyard would consist of two hundred (200) 7,500 gallon fiberglass tanks buried 7 feet in the ground (this could expand up to a maximum 500 tanks in the future). Van Holten would bring fresh cucumbers to the tank yard over an 8 - 12 week period in the summer. We would then ferment the cucumbers in the tanks, and they would be stored there until needed for production. The fermented cucumbers will be transported via tractor with flatbed wagons or semi with flatbed trailer on Canal Road to our factory one mile away in Waterloo (Jefferson County) throughout the year.

The vehicles bringing the cucumbers to the site will have 5-axles, with a loaded weight of 78,000lbs (39 tons) and an empty weight of 30,000 lbs (15 tons). It is anticipated that an average of 3.3 truckloads will visit the site daily during harvest season, with a maximum of seven (7) of these vehicles arriving per day. To reduce the impact on Medina's roads, all full truckloads of cucumbers destined for the storage site will enter the site from the east via Canal Rd. by way of WI-19.

The Flatbed Wagons bringing the fermented cucumbers to Van Holten's factory will have 2-axles, with a loaded weight of 18,000 lbs (9 tons) and an empty weight of 2,000 lbs (1 tons). There are three wagons hooked end to end, it is anticipated that (two) 2 of these wagon assemblies will leave the proposed tankyard daily. At this time, we are not planning on pulling from the proposed Canal Road tankyard during winter months.

Table 1 Anticipated Daily Cucumber Loads Delivered to Tankyard Site

		Avg Daily	Max Daily
	Tank Quantity	Cucumber Loads	Cucumber Loads
Phase 1	200	3.33	7
Possible expansion 1	100	1.67	8
Possible expansion 2	100	1.67	9
Possible expansion 3	100	1.67	10
Totals	500	8.33	

* this traffic will only take place during cucumber intake season, which generally lasts 60 days

Source: August 9, 2024 email from President Steve Byrnes of Van Holten's to the Plan Commission.

At maximum build-out, five (5) trips daily with the three (3) flatbed wagon consists will take the fermented cucumbers to the Waterloo facility. This is our maximum capacity within our



Waterloo facility, Regardless of how many tanks there are in the proposed Canal Road tankyard.

4.9 Hazardous, Toxic, or Explosive Material On-Site & Mitigation Measures

No hazardous, toxic, or explosive materials will be on-site which would necessitate mitigation measures.

4.10 Light Pollution

As referenced in **Section 2.12**, the lighting will consist of four (4) fixtures on the facades of the two (2) buildings, with no fixtures on the northern facades along Canal Road. Though the number of tanks in the tankyard increases at maximum build-out, no light poles will be used (our hours of operation avoid the need to operate in darkness).

4.11 Signage

There will be signage identifying location for the trucking company's understanding. This will not be on the fencing or on the northern façade of the storage shed, which faces Canal Road. No lighting will be on the signage.

Appendices: Exhibits

Exhibit A – Location & Adjacent Parcels Map

Exhibit B – Site Plan

Exhibit C – Plat of Survey 2023-00002

Exhibit D – Land Division

Exhibit E – Offer to Purchase showing One (1) Housing Density Right Included

Exhibit F – Density Study from September 2022

Exhibit G – August 8, 2024 email attachment estimating tax benefit to Town

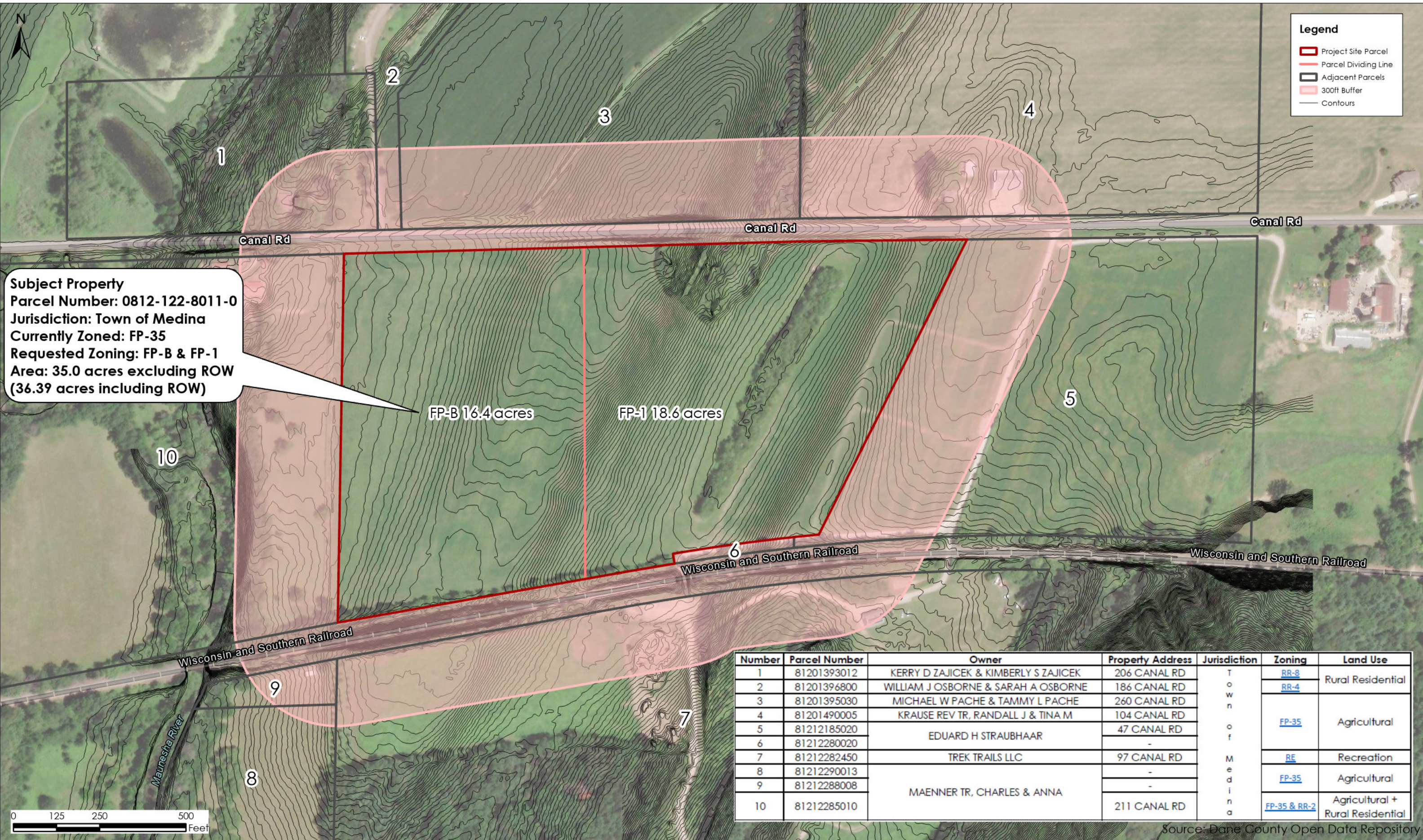
Exhibit H – August 14, 2024 email regarding City of Waterloo coordination on Canal Road

Exhibit I – Stormwater Management Design one-page summary

Exhibit J – Van Holten's (President Steve Byrnes') September 5, 2024 letter. Read at September 11, 2024 Town Board meeting by Town Chair.

Exhibit K – Renderings from Canal Road





Subject Property
 Parcel Number: 0812-122-8011-0
 Jurisdiction: Town of Medina
 Currently Zoned: FP-35
 Requested Zoning: FP-B & FP-1
 Area: 35.0 acres excluding ROW
 (36.39 acres including ROW)

FP-B 16.4 acres

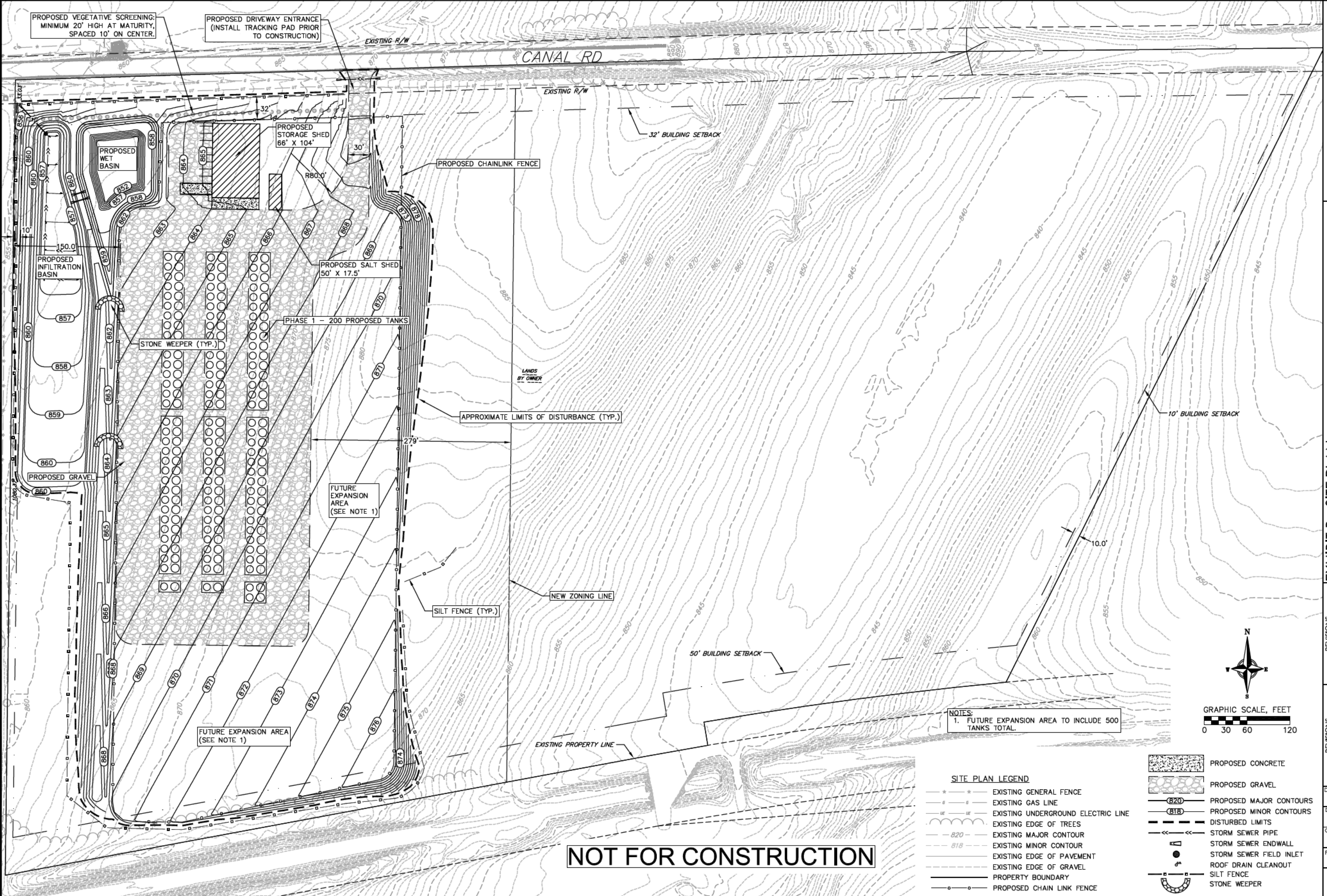
FP-1 18.6 acres

Number	Parcel Number	Owner	Property Address	Jurisdiction	Zoning	Land Use
1	81201393012	KERRY D ZAJICEK & KIMBERLY S ZAJICEK	206 CANAL RD	Town of Medina	RR-8	Rural Residential
2	81201396800	WILLIAM J OSBORNE & SARAH A OSBORNE	186 CANAL RD		RR-4	
3	81201395030	MICHAEL W PACHE & TAMMY L PACHE	260 CANAL RD		FP-35	Agricultural
4	81201490005	KRAUSE REV TR, RANDALL J & TINA M	104 CANAL RD			
5	81212185020	EDUARD H STRAUBHAAR	47 CANAL RD	Medina	RE	Recreation
6	81212280020	TREK TRAILS LLC	97 CANAL RD		FP-35	Agricultural
7	81212282450		-		FP-35 & RR-2	Agricultural + Rural Residential
8	81212290013		-			
9	81212288008	MAENNER TR, CHARLES & ANNA	-			
10	81212285010		211 CANAL RD			



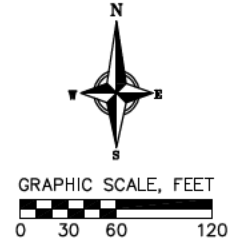
Source: Dane County Open Data Repository

20 Sep 2024 - 9:36a M:\Van Hallem's\Town of Medina Tank Farm Expansion\CADD\240351_Site Plan.dwg by: schu



NOT FOR CONSTRUCTION

NOTES:
 1. FUTURE EXPANSION AREA TO INCLUDE 500 TANKS TOTAL.



SITE PLAN LEGEND	
	EXISTING GENERAL FENCE
	EXISTING GAS LINE
	EXISTING UNDERGROUND ELECTRIC LINE
	EXISTING EDGE OF TREES
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING EDGE OF PAVEMENT
	EXISTING EDGE OF GRAVEL
	PROPERTY BOUNDARY
	PROPOSED CHAIN LINK FENCE
	PROPOSED CONCRETE
	PROPOSED GRAVEL
	PROPOSED MAJOR CONTOURS
	PROPOSED MINOR CONTOURS
	DISTURBED LIMITS
	STORM SEWER PIPE
	STORM SEWER ENDWALL
	STORM SEWER FIELD INLET
	ROOF DRAIN CLEANOUT
	SILT FENCE
	STONE WEEPER

NO.	DATE	REVISIONS	REMARKS

DATE: 08/21/2024
 DRAFTER: EKAA
 CHECKED: BBAR
 PROJECT NO.: 240351

PLAT OF SURVEY

PART OF THE NE 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 12, T. 8N., R. 12E., OF THE 4TH P.M., TOWN OF MEDINA, DANE COUNTY, WISCONSIN.
 DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE N89°24'29"E ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SECTION, 500.94 FEET; THENCE S26°38'37"W 993.68 FEET TO AN IRON PIN ON THE NORTH LINE OF A DRIVEWAY EASEMENT DESCRIBED ON DDC NO. 4489058; THENCE WESTERLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, 426.56 FEET, HAVING A RADIUS OF 5812.12 FEET AND A CHORD BEARING S82°29'18"W 426.46 FEET TO AN IRON PIN AT THE WEST END OF SAID EASEMENT; THENCE S9°36'51"E ALONG SAID WEST END, 33.0 FEET TO AN IRON PIN ON THE NORTH LINE OF THE RAILROAD PROPERTY; THENCE WESTERLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, 88.63 FEET, HAVING A RADIUS OF 5779.12 FEET AND A CHORD BEARING S79°56'47"W 88.63 FEET TO AN IRON PIN; THENCE S79°29'17"W CONTINUING ALONG SAID NORTH LINE, 911.51 FEET TO AN IRON PIN ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION; THENCE N0°44'09"E ALONG SAID WEST LINE, 1113.44 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE N88°17'31"E ALONG SAID NORTH LINE, 1331.75 FEET TO THE PLACE OF BEGINNING.

STATE OF WISCONSIN
 COUNTY OF ROCK SS.

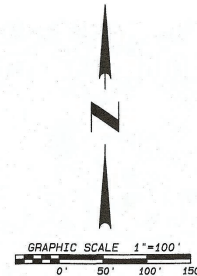
I HEREBY CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED ABOVE FOR THE EXCLUSIVE USE OF EDUARD STRAUBHAAR AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND ITS LOCATION AND COMPLIES WITH CHAPTER A-E7.

GIVEN UNDER MY HAND AND SEAL THIS 18th DAY OF NOVEMBER, 2022, AT JANESVILLE, WISCONSIN.

Ryan M. Combs
 RYAN M. COMBS
 P.L.S. Number 2677

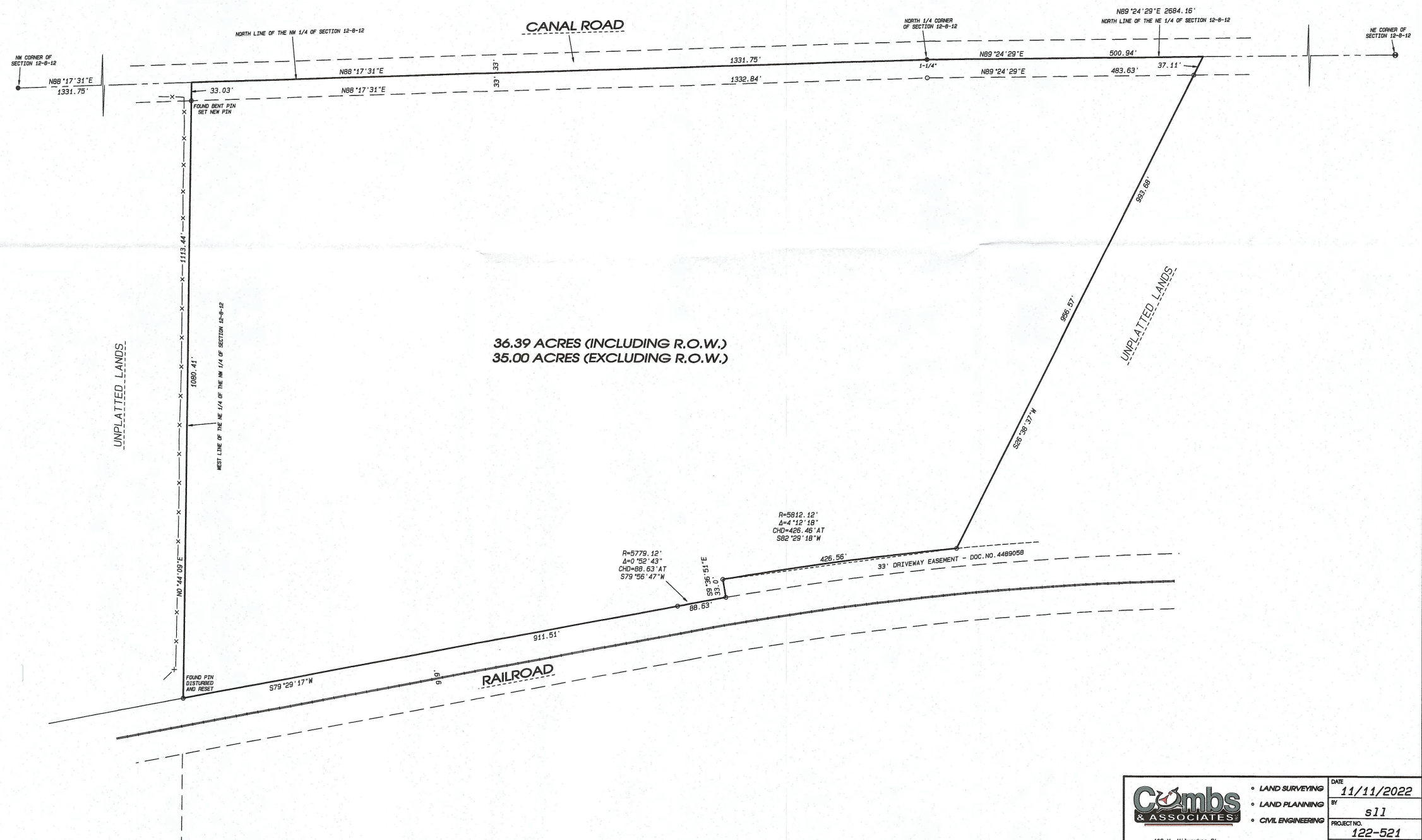


If the surveyor's signature is not red in color, the map is a copy and may contain unauthorized alterations. The certification contained hereon shall not apply to any copies.



LEGEND:

- SET IRON PIN, 3/4" x 24", 1.5 LBS./LIN. FT.
- FOUND IRON PIN - 3/4" DIA., UNLESS OTHERWISE SHOWN
- ⊙ FOUND ALUMINUM MONUMENT
- x-x- FENCE

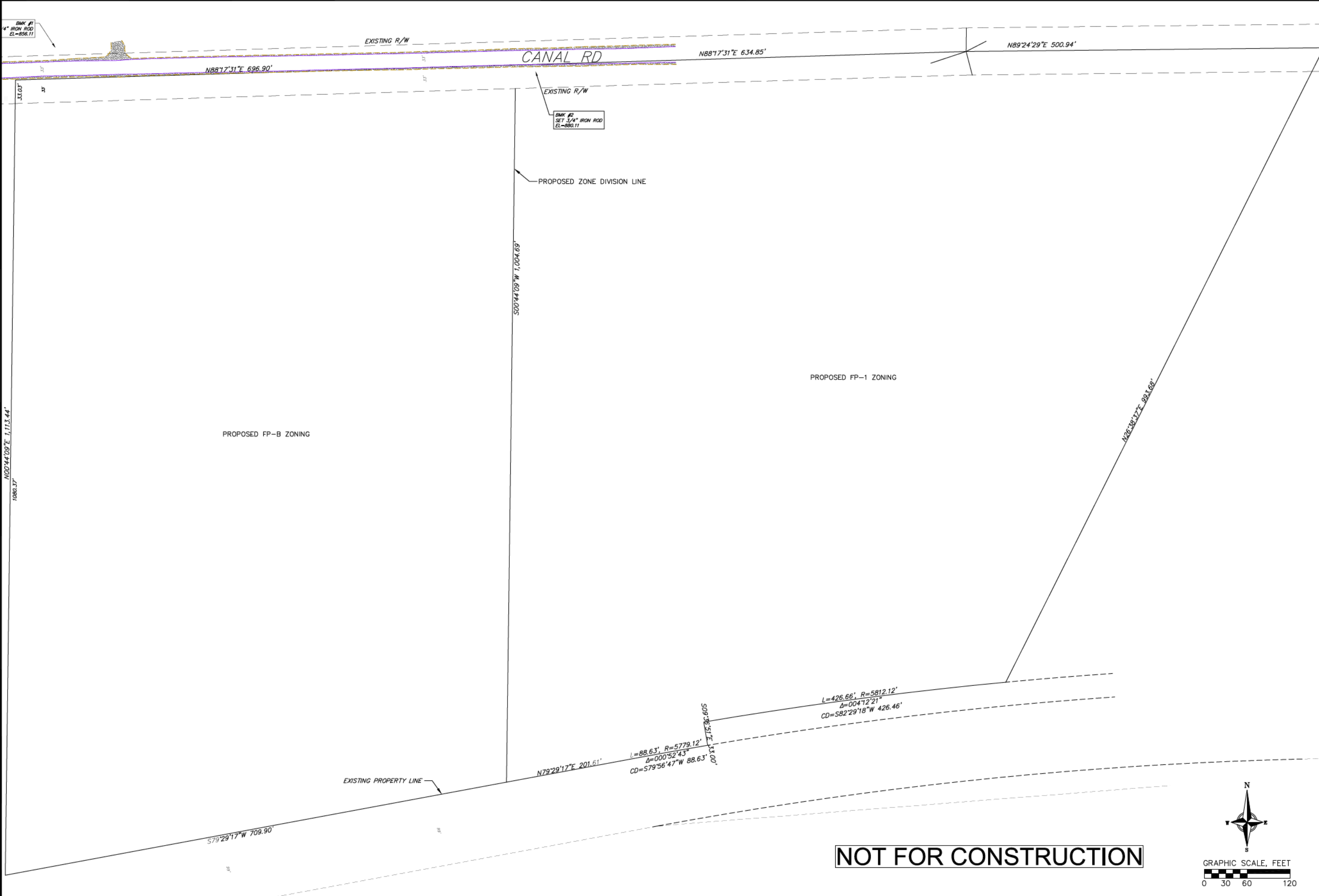


NOTES:
 FIELD WORK COMPLETED NOVEMBER 18, 2022.
 THIS SURVEY IS SUBJECT TO ANY AND ALL EASEMENTS AND AGREEMENTS, RECORDED AND UNRECORDED.
 ASSUMED N89°24'29"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 12-8-12.

<p>109 W. Milwaukee St. Janesville, WI 53409 www.combsurvey.com</p>	• LAND SURVEYING	DATE	11/11/2022
	• LAND PLANNING	BY	sil
	• CIVIL ENGINEERING	PROJECT NO.	122-521
		CLIENT	STRAUBHAAR
	tel: 608 752-0575		
	fax: 608 752-0534		

2023-0002

25 Jul 2024 - 9:04a M:\Van Hollen\240351_Town of Medina Tank Farm Expansion\CADD\240351_Exhibit D.dwg by: ekaa



BMK #1
SET 3/4" IRON ROD
EL=856.11

BMK #2
SET 3/4" IRON ROD
EL=880.11



EXHIBIT D - LAND DIVISION
VAN HOLTEN TANK FARM EXPANSION
TOW OF MEDINA
DANE COUNTY, WI

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE: 07/16/24
DRAFTER: EKAA
CHECKED: BBAR
PROJECT NO.: 240351

EX D

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON November 4, 2022 (DATE BY AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER-AND-SELLER) (STRIKE THOSE NOT APPLICABLE)
3 The Buyer, Van Holten's, Inc., or Assigns
4 offers to purchase the Property known as 47 Canal Rd - Waterloo, WI 53594
5 Western 367/- Acres of the 85 acre property
6 (e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686) in the Town of Medina
8 County of Dane Wisconsin, on the following terms:
9 (PURCHASE PRICE) The purchase price is five hundred thousand Dollars (\$ 500,000.00)

10 (INCLUDED IN PURCHASE PRICE) Included in purchase price is the Property, all Fixtures on the Property as of the date,
11 listed on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: Vacant Land with the
12 old hay barn in the wooded section of property and "1" Development Right
13 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
14 or not included. Annual crops are not part of the purchase price unless otherwise agreed.
15 (NOT INCLUDED IN PURCHASE PRICE) Not included in purchase price is Seller's personal property (unless included at
16 lines 12-13) and the following: N/A
17

18 CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
19 and will continue to be owned by the lessor.
20 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
21 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
22 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
23 limited to, all: perennial crops, garden bulbs; plants, shrubs and trees; fences; storage buildings on permanent foundations
24 and docks/piers on permanent foundations.
25 CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
26 an addendum per line 686.

27 (BINDING ACCEPTANCE) This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
28 on or before November 9, 2022
29 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

30 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
31 (ACCEPTANCE) Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
32 copies of the Offer.

33 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
34 deadlines running from acceptance provide adequate time for both binding acceptance and performance.
35 (CLOSING) This transaction is to be closed on January 10, 2023

36 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
37 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
38 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
39 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
40 estate licenses in this transaction are not responsible for the transmission or forwarding of any wiring or money
41 transfer instructions.

42 (EARNEST MONEY) \$ _____ accompanies this Offer.
43 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
44 (EARNEST MONEY) \$ 5,000.00 will be mailed, or commercially, electronically
45 or personally delivered within 5 days ("5" if left blank) after acceptance.

46 All earnest money shall be delivered to and held by (listing firm) (other identified as Knight Barry Title
47 Inc. - Michele Schmidt - Chief Commercial Office) (STRIKE THOSE NOT APPLICABLE)
48 (listing firm if none chosen; if no listing firm, then drafting firm; if no firm then Seller).

49 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
50 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
51 A disbursement agreement.
52 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

101 (CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION) are defined to include:
102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land, property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PCEFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill, dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240

241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300

301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400

401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500

501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600

601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700

701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800

801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900

901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100

1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200

1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300

1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400

1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500

1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600

1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700

1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800

1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817

243 Buyer should review any plans for development or use changes to determine what issues should be addressed in these 244 contingencies. 245 PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or 246 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on 247 lines 256-281 shall be deemed satisfied unless Buyer, within 60 days ("30" if left blank) after acceptance, delivers: (1) 248 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence 249 substantiating any such specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, 250 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions 251 checked at lines 256-281.

303 provide the map and failed to timely deliver the map to Buyer. Buyer may terminate this Offer if Buyer delivers a written 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller. 305 INSPECTIONS AND TESTING: Buyer may only conduct inspections or tests if specific contingencies are included as a 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice. If necessary, to satisfy the 311 contingencies in this Offer, Buyer or licensees or both may be present at all inspections and testing. Except as otherwise 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. 313 NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of 314 the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any 315 other material terms of the contingency.

252 accessory buildings with industrial well 253 [Insert proposed use 254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to 255 purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot.] 256 ZONING: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 257 251-255. 258 [X] SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that 259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such 260 development. 261 [X] PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a 262 certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must 263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of 264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of 265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255: [CHECK 266 ALL THAT APPLY] [X] conventional in-ground; [] mound; [] at grade; [] in-ground pressure distribution; [] holding 267 tank; [] other: None test completed on 11-03-22 - Echmayer Inc. 268 EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions 269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or 270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255. 271 APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the 272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items 273 related to Buyer's proposed use: 274 275 [X] UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at the 276 lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]: 277 [X] electricity at Lot Line [] gas at Lot Line [] sewer [] water [] telephone at Lot Line [] cable [] other: Well is not indicating feasibility of industrial capacity used @ Buyers Coast

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be 319 reported to the Wisconsin Department of Natural Resources. 320 [X] INSPECTION CONTINGENCY: This contingency only authorizes inspections, not testing (see lines 305-319). 321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date 322 on line 1 of this Offer that discloses no Defects. 323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an 324 inspection of roof of abandonment of the abandoned well - This was performed on 11-03-22 by 325 Steve Tesmer - Echmayer Inc. - Certification to come (list any Property component(s) 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects. 327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent 329 inspector or independent qualified third party. 330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

275 [X] UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at the 276 lot line, across the street, etc.) [CHECK AND COMPLETE AS APPLICABLE]: 277 [X] electricity at Lot Line [] gas at Lot Line [] sewer [] water [] telephone at Lot Line [] cable [] other: Well is not indicating feasibility of industrial capacity used @ Buyers Coast

331 CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s), 332 as well as any follow-up inspection(s). 333 This contingency shall be deemed satisfied unless Buyer, within 60 days ("15" if left blank) after acceptance, delivers 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

281 LAND USE APPROVAL/PERMITS: This Offer is contingent upon (Buyer/Seller) [STRIKE ONE] ("Buyer" if neither 282 stricken) obtaining the following, including all costs: a [CHECK ALL THAT APPLY] [X] rezoning; [] conditional use permit; 283 [] variance; [] other: 284 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within 60 days 285 of acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void. 286 [X] MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) [STRIKE ONE] ("Seller 287 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by 288 a registered land surveyor, within 60 days ("30" if left blank) after acceptance, at Buyer's (Seller's) [STRIKE ONE] 289 ("Seller's" if neither is stricken) expense. The map shall show minimum of 35 Net acres, maximum of 37 total 290 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the 291 Property, the location of improvements, if any, and any indication of past dump sites - Zoning will be 292 FP-35

336 CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. 337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent 338 of which Buyer had actual knowledge or written notice before signing this Offer. 339 NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the 340 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or 341 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life 342 of the premises. 343 RIGHT TO CURE: Seller (shall)(shall not) [STRIKE ONE] ("shall" if neither is stricken) have the right to cure the Defects. 344 If Seller has the right to cure, Seller may satisfy this contingency by: 345 (1) delivering written notice to Buyer within 10 ("10" if left blank) days after Buyer's delivery of the Notice of Defects 346 stating Seller's election to cure Defects; 347 (2) curing the Defects in a good and workmanlike manner; and 348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing. 349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: 350 (1) Seller does not have the right to cure; or 351 (2) Seller has the right to cure but: 352 (a) Seller delivers written notice that Seller will not cure; or 353 (b) Seller does not timely deliver the written notice of election to cure.

293 ACCESS TO PROPERTY: Written verification that there is legal vehicular access to the Property from public 294 roads. 295 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features that may 296 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot 297 dimensions; total acreage or square footage; easements or rights-of-way. 298 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required 299 to obtain the map when selecting a deadline. 300 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers 301 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially 302 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of 303 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

354 IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY. 355 FINANCING COMMITMENT CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written 356 loan type or specific lender, if any] first mortgage loan commitment as described 357 below, within 60 days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ 358 monthly payments of principal and interest shall not exceed \$ 359 monthly payments of principal and interest shall not exceed 1/12th of the estimated net annual real estate taxes, hazard insurance 360 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees 361 to pay discount points in an amount not to exceed % ("0" if left blank) of the loan. If Buyer is using multiple loan 362

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow 366 lender's appraiser access to the Property. 367 LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments 369 shall be adjusted as necessary to maintain the term and amortization stated above. 370 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372. 371 [] FIXED RATE FINANCING: The annual rate of interest shall not exceed % 372 [] ADJUSTABLE RATE FINANCING: The initial interest rate shall not exceed % The initial interest rate 373 shall be fixed for months, at which time the interest rate may be increased not more than % ("2" if 374 left blank) at the first adjustment and by not more than % ("1" if left blank) at each subsequent adjustment. 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus % ("6" if 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes. 377 SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment 380 (even if subject to conditions) that is: 381 (1) signed by Buyer; or 382 (2) accompanied by Buyer's written direction for delivery. 383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy 384 this contingency. 385 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

425 report the map and failed to timely deliver the map to Buyer. Buyer may terminate this Offer if Buyer delivers a written 426 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller. 427 appraisal report and: 428 (1) Seller does not have the right to cure; or 429 (2) Seller has the right to cure but: 430 (a) Seller delivers written notice that Seller will not adjust the purchase price; or 431 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal 432 report. 433 NOTE: An executed FHA VA or USDA Amended clause may supersede this contingency. 434 CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of 435 Buyer's property located at (the Deadline). If closing does not occur by the Deadline, this Offer shall 436 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a 437 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close 438 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of 439 bridge loan shall not extend the closing date for this Offer. 440 BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another 441 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within hours ("72" if 442 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following: 443 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked; 444 (2) Written waiver of (name other contingencies, if any); and 445 (3) Any of the following checked below: 446 [] Proof of bridge loan financing. 447 [] Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide 448 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. 449 Other: 450 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

388 SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline or line 357, 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of 390 written loan commitment from Buyer. 391 FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall 393 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of 394 unavailability. 395 SELLER FINANCING: Seller shall have 10 days after the earlier of: 396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or 397 (2) the Deadline for delivery of the loan commitment on line 357, 398 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to 401 cooperate with and authorize Seller to obtain any credit information reasonably appropriate to determine Buyer's credit 402 worthiness for Seller financing. 403 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT: Within days ("7" if left blank) after 404 acceptance, Buyer shall deliver to Seller either: 405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at 406 the time of verification, sufficient funds to close; or 407 (2) [Specify documentation Buyer agrees to deliver to Seller].

450 Other: 451 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)] 452 SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon 453 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer 454 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other 455 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to 456 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than days ("7" 457 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this 458 Offer becomes primary. 459 HOMEOWNERS ASSOCIATION: If this Property is subject to a homeowners association, Buyer is aware the Property may 460 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time 461 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) [STRIKE ONE] ("Buyer" if neither is 462 stricken).

408 IF SUCH WRITTEN VERIFICATION OR DOCUMENTATION IS NOT DELIVERED, SELLER HAS THE RIGHT TO TERMINATE THIS OFFER BY DELIVERING WRITTEN 409 NOTICE TO BUYER PRIOR TO SELLER'S ACTUAL RECEIPT OF A COPY OF BUYER'S WRITTEN VERIFICATION. BUYER MAY OR MAY NOT OBTAIN 410 NOTICE FINANCING BUT DOES NOT NEED THE PROTECTION OF A FINANCING COMMITMENT CONTINGENCY. SELLER AGREES TO ALLOW BUYER'S 411 APPRAISER ACCESS TO THE PROPERTY FOR PURPOSES OF AN APPRAISAL. BUYER UNDERSTANDS AND AGREES THAT THIS OFFER IS NOT SUBJECT 412 TO THE APPRAISAL MEETING ANY PARTICULAR VALUE, UNLESS THIS OFFER IS SUBJECT TO AN APPRAISAL CONTINGENCY, NOR DOES THE RIGHT OF 413 ACCESS FOR AN APPRAISAL CONSTITUTE A FINANCING COMMITMENT CONTINGENCY. 414 APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised 415 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated 416 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than 417 the agreed upon purchase price. 418 This contingency shall be deemed satisfied unless Buyer, within days after acceptance, delivers to Seller a copy 419 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting 420 to the appraised value.

463 CLOSING PRORATIONS: The following items, if applicable, shall be prorated at closing, based upon date of closing values: 464 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners 465 association assessments, fuel and no. other. 466 CAUTION: Prorations for utility charges, fuel or other prorations if date of closing value will not be used. 467 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing. 468 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]: 469 [X] The net general real estate taxes for the preceding year, or the current year if available (Net general real estate 470 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE 471 APPLIES IF NO BOX IS CHECKED. 472 Current assessment times current mill rate (current means as of the date of closing). 473 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior 474 year, or current year if known, multiplied by current mill rate (current means as of the date of closing). 475 CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be 476 substantially different than the amount used for proration especially in transactions involving new construction, 477 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local 478 assessor regarding possible tax changes. 479 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on 480 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

Property Address: 47 Canal Rd - Waterloo, WI 53594, Page 1 of 12, WB-13

Property Address: 47 Canal Rd - Waterloo, WI 53594, Page 10 of 12, WB-13

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
486 prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
487 and is the responsibility of the Parties to complete, not the responsibility of the real estate firms in this transaction.
488 TITLE EVIDENCE
489 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed
490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
492 entered under then, recorded easements for the distribution of utility and municipal services, recorded building and use
493 restrictions and covenants, present use of the Property in violation of the foregoing disclosed in Seller's Vacant Land
494 Disclosure Report and in this Offer, general taxes levied in the year of closing and no others
495 (insert other allowable exceptions from title, if
496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.
498 WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements
499 may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates
500 making improvements to Property or a use other than the current use.
501 TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
502 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
503 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
504 lender and recording the deed or other conveyance.
505 GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's/Buyer's)
506 STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
507 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
508 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
509 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
510 523).
511 DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney
512 or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the Property as of a date no more
513 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
514 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.
515 TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
516 objections to title within 30 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
517 such event, Seller shall have 15 days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
518 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
523 extinguish Seller's obligations to give merchantable title to Buyer.
524 SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced
525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
527 describing the planned improvements and the assessment of benefits.
528 CAUTION: Consider a special agreement if area assessments, property owners association assessments, special
529 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
530 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
531 relating to curb, gutter, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
532 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
533 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).
534 LEASED PROPERTY: If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
536 (written)(oral) STRIKE ONE lease(s), if any, are None
537
538 Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 666.
539
540 DEFINITIONS
541 ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
542 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
543 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.
544 BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
545 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

645 registered mail or make regular deliveries on that day.
646 DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
647 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
648 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
649 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
650 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
651 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
652 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.
653 DEFECT: "Defect" means a condition that would have a significant adverse effect on the value of the Property, that would
654 significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed or replaced would
655 significantly shorten or adversely affect the expected normal life of the premises.
656 FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
657 PARTY: "Party" means the Buyer or the Seller. "Parties" refers to both the buyer and the Seller.
658 PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-6.
659 INCLUSION OF OPTIONAL PROVISIONS: Terms of this Offer that are preceded by an OPEN BOX () are part of
660 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.
661 PROPERTY DIMENSIONS AND SURVEYS: Buyer acknowledges that any land dimensions, or total acreage or square
662 footage figures, provided by Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
663 used or other reasons, unless verified by survey or other means.
664 CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
665 dimensions, if material.
666 DISTRIBUTION OF INFORMATION: Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
667 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
668 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
669 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
670 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
671 Offer to the seller or seller's agent of another property that Seller intends on purchasing.
672 MAINTENANCE: Seller shall maintain the Property and all personal property included in the purchase price until the earlier
673 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
674 ordinary wear and tear.
675 PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: If, prior to closing, the Property is damaged in an
676 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
677 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
678 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
679 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
680 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
681 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
682 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
683 by a land contract or mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
684 the Property.
685 BUYER'S PRE-CLOSING WALK-THROUGH: Within three days prior to closing, at a reasonable time pre-approved by
686 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
687 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
688 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
689 OCCUPANCY: Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
690 the Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
691 Buyer's occupancy, Property shall be free of all debts, refuse, and personal property except for personal property belonging
692 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.
693 DEFAULT: Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
694 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
695 party to liability for damages or other legal remedies.
696 If Buyer defaults, Seller may:
697 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
698 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
699 damages.
700 If Seller defaults, Buyer may:
701 (1) sue for specific performance; or
702 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

Property Address: 47 Canal Rd - Waterloo, WI 53594, Page 11 of 12, WB-13

Property Address: 47 Canal Rd - Waterloo, WI 53594, Page 12 of 12, WB-13

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may negotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.
609 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES
610 SHOULD READ THIS DOCUMENT CAREFULLY, THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL
611 EXPLANATION OF THE PROVISIONS OF THE OFFER, BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR
612 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT
613 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.
614 ENTIRE CONTRACT: This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.
617 NOTICE ABOUT SEX OFFENDER REGISTRY: You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5800.
620 FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.
626 CAUTION: Under this Offer, if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer
627 may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed
628 upon the Property.
629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which case the provisions on lines 637-639 apply.
632 IF SELLER IS A NON-FOREIGN PERSON, Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.
637 IF SELLER IS A FOREIGN PERSON, If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld. If the Buyer does not apply, or other resolution of this provision.
640 COMPLIANCE WITH FIRPTA, Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
646 Any representations made by Seller with respect to FIRPTA compliance to survive the closing and delivery of the deed.
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.
650 ADDITIONAL PROVISIONS/CONTINGENCIES: A Phase I Environmental Site Assessment to be
651 completed at the cost of the buyer. If the results of the environmental assessment reveal
652 recognized environmental conditions, the Buyer would provide the Seller with the option to
653 cure. If the Seller is unable or unwilling to cure, the Buyer has the right to terminate
654 this offer and would be due their earnest money in full.

665 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES: Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.
668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.
670 Name of Seller's recipient for delivery, if any: Ed Straubhaar
671 Name of Buyer's recipient for delivery, if any: Steve Byrnes
672 (2) Fax: fax transmission of the document or written notice to the following number:
673 Seller: () Buyer: ()
674 (3) Commercial: depositing the document or written notice, fee prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.
677 (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.
679 Address for Seller: 47 Canal Rd - Waterloo, WI 53594
680 Address for Buyer: 203 West Madison St - Waterloo, WI 53594
681 (5) Email: electronically transmitting the document or written notice to the email address.
682 Email Address for Seller: edstraubhaar@hotmail.com
683 Email Address for Buyer: sbyrnes@vanholtenpickles.com
684 PERSONAL DELIVERY/ACTUAL RECEIPT: Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.
686 ADDENDA: The attached Density Study to confirm "1 Split" is/are made part of this Offer,
687 This Offer was drafted by [Licensee and Firm] Matthew D Sheahan
688 Midwest Land Group, LLC
689 (x) Buyer's Signature Print Name Here Van Holten's, Inc., or Assigns Date 11/7/2022
690
691 (x) Buyer's Signature Print Name Here Date
692
693 SELLER ACCEPTS THIS OFFER, THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS
694 OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE
695 PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A
696 COPY OF THIS OFFER.
697 (x) Seller's Signature Print Name Here Ed Straubhaar Date 11/7/2022
698
699 (x) Seller's Signature Print Name Here Date
700
701 This Offer was presented to Seller by [Licensee and Firm] Matthew D Sheahan
702 Midwest Land Group, LLC on 11/7/2022 at 12:00 a.m.(p.m.)
703 This Offer is rejected Seller Initials Date This Offer is countered [See attached counter] Seller Initials Date



Dane County Planning and Development Department

Room 116, City-County Building, Madison, Wisconsin 53703
Fax (608) 267-1540

Community Development
(608)261-9781, Rm. 421

Planning
(608)266-4251, Rm. 116

Records & Support
(608)266-4251, Rm. 116

Zoning
(608)266-4266, Rm. 116

September 16, 2022

Eduard Straubhaar
47 Canal Road
Waterloo, WI 53594
Delivered via email

Dear Mr. Straubhaar,

Attached is a density study report for property you own in section 12 of the Town of Medina. The property is located within the town's Agricultural Preservation Area, where the density of nonfarm development is limited to 1 density unit (or, "split") per 35 acres of land owned as of February 4, 1981. The property was part of a larger landholding owned by Edward Zimmerman, which totaled approximately 330 acres as of February 4, 1981. Based on the 1981 acreage of the Zimmerman property, a potential total of 9 density units were available.

As indicated on the attached density study report, three prior density units have been used per the residences located at 47, 48, and 104 Canal Road.

The 6 remaining density units are allocated proportionally based on current acreage owned, taking into account the number of density units already used. Based on the town's policy, it appears the 6 remaining density units are allocated as follows:

- Eduard Straubhaar = ~85 acres, 1 density unit used, 1 density unit remaining
- James Krause = ~160 acres, 2 density units used, 3 density units remaining
- Trek Trails LLC = ~85 acres, 0 density units used, 2 density units remaining

The town plan includes guidelines for transferring property in parcels over 35 acres in size and encourages property owners to clearly specify the allocation of any density units in deeds or other agreements recorded with the Dane County Register of Deeds. I would also advise that you present such land sale proposal to the town Plan Commission and/or Board for their consideration.

Please note that this density analysis does not guarantee or preclude town or county approval of a particular land division, rezone, or development proposal. A copy of this density analysis is being forwarded to the Town of Medina Clerk, Tammy Jordan.

If you have any questions about this density analysis, please contact me at 608-720-0167 or allan@countyofdane.com.

Sincerely,
Majid Allan
Senior Planner

cc: Tammy Jordan, Town of Medina Clerk

DRAFT: FOR DISCUSSION PURPOSES ONLY

IMPORTANT NOTE: ACREAGE VALUES AND OWNERSHIP HEREIN ARE DERIVED FROM HISTORICAL AND CURRENT RECORDS LOCATED AT THE DANE COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT (EG. GIS, PLAT BOOKS, ZONING PERMIT DATA, CSM'S, ETC). DENSITY POLICIES VARY AMONG TOWNS AND MAY REQUIRE INTERPRETATION.

Applicant: Ed Straubhaar					
Town	Medina	A-1EX Adoption	10/2/1980	Orig Farm Owner	Edward Zimmerman
Section:	01, 12	Density Number	35	Original Farm Acres	329.83
Density Study Date	9/16/2022	Original Splits	9.42	Available Density Unit(s)	6



Reasons/Notes:

The 1981 farm unit totaled ~330 acres and was eligible for 9 density units ("splits"). The town counts all homes as a split. 3 density units taken. 6 remaining density units allocated based on current acreage owned. See attached letter for more info.

Note: Parcels included in the density study reflect farm ownership and acreage as of the date of town plan adoption, or other date specified. Density study is based on the original farm acreage, NOT acreage currently owned.

Parcel #	Acres	Owner Name	CSM
081212280010	29.45	EDUARD H STRAUBHAAR	
081212185010	26.47	EDUARD H STRAUBHAAR	
081212180007	27.55	EDUARD H STRAUBHAAR	
081201498000	0.78	ELI BAUER & CHELSEY BAUER	11653
081201495010	38.84	JAMES KRAUSE & RANDALL J KRAUSE	
081201490005	39.52	JAMES KRAUSE & RANDALL J KRAUSE	
081201485002	40.81	JAMES KRAUSE & RANDALL J KRAUSE	
081201480007	40.6	JAMES KRAUSE & RANDALL J KRAUSE	
081212282450	85.86	TREK TRAILS LLC	

Steve Byrnes

Subject: FW: Van Holten's property tax question

From: Curt Chowanic <cchowanic@cptaxgroup.com>
Sent: Thursday, August 8, 2024 10:06 AM
To: Gary [REDACTED]@vanholtenpickles.com>
Cc: Steve Byrnes <steveb@vanholtenpickles.com>
Subject: Re: Van Holten's property tax question

Steve / Gary,

As a follow up to our meeting this morning, I spoke with the county treasurer and assessor. The zoning change may impact the land value of the property but will not affect the millage/tax rate applied against the value. The primary driver of value will be the improvements. If we assume the land value remains the same and value of the improvements = cost of the improvements, the estimated tax liability will be \$34,854.

Let me know if you have any questions. I think this is a good working number at this time.

Land Value:	17,300
Estimated Impt Cost:	<u>2,500,000</u>
	2,517,300

Tax rate	0.013846
----------	----------

Estimated taxes:	\$ 34,854
------------------	-----------

Regards,

Curt C. Chowanic

Managing Director

Comprehensive Property Tax, LLC

12745 S. Saginaw Road, Suite 806 | #272

Grand Blanc, MI 48439

Direct: (248) 227-9557

Email: cchowanic@cptaxgroup.com

www.cptaxgroup.com

Exhibit H

Steve Byrnes

Subject: FW: Canal Road Semi Truck traffic usage

From: Leisses, Mitchell <mleisses@geo-logic.com>

Sent: Wednesday, August 14, 2024 8:33 AM

To: Gregg Geier <ggeier@vanholtenpickles.com>; Steve Byrnes <steveb@vanholtenpickles.com>; [REDACTED]

[REDACTED]@vanholtenpickles.com>; [REDACTED]@vanholtenpickles.com>

Cc: Chad Yerges <dpw@waterloowi.us>; City of Waterloo, Mayor <mayor@waterloowi.us>

Subject: Re: Canal Road Semi Truck traffic usage

Good Morning Greg,

With regards to the semi-truck traffic on Canal Road, I don't see this being an issue. Although, 4-inches of asphalt pavement isn't always the prescribed thickness for truck traffic, it's actually the structure below the asphalt that provides the longevity of the roadway. On Canal Road, when reconstructing, we pulverized the existing asphalt pavement and used that to beef up the base course material that was already there. Throughout Canal Road, there will be anywhere from 12 to 18-inches of gravel base course. This structure, along with the 4-inches of asphalt should make this roadway suitable for semi-truck traffic.

Please let me know if you have any additional questions.

Sincerely,

Mitchell Leisses

Office/Senior Project Manager

Kunkel Engineering Group

a Geo-Logic Company

1115 South Main Street

West Bend, WI 53095

Office: (920)356-9447 | Direct: (920)210-6330

mleisses@kunkelengineering.com or mleisses@geo-logic.com

www.kunkelengineering.com | www.geo-logic.com

The contents of this e-mail message, including any attachments, are for the sole use of the intended recipient named above. This email may contain confidential and/or legally privileged information. If you are not the intended recipient of this message, be advised that any dissemination, distribution, or use of the contents of this message is strictly prohibited. If you receive this message in error, please notify the sender by return e-mail and permanently delete all copies of the original e-mail and any attached documentation. Thank you.

From: Gregg Geier <ggeier@vanholtenpickles.com>

Sent: Tuesday, August 13, 2024 3:33 PM

To: Chad Yerges <dpw@waterloowi.us>

Cc: Jeni Quimby <mayor@waterloowi.us>; Steve Byrnes <steveb@vanholtenpickles.com>; [REDACTED]

[REDACTED] <[\[REDACTED\]@vanholtenpickles.com](mailto:[REDACTED]@vanholtenpickles.com)>; [REDACTED] <[\[REDACTED\]@vanholtenpickles.com](mailto:[REDACTED]@vanholtenpickles.com)>

Subject: Canal Road Semi Truck traffic usage

Chad,

Thank for speaking with me today about Waterloo's portion of Canal Road regarding Semi Truck traffic. I was glad to hear that Waterloo was proactive with the 4" of blacktop for heavier Tractor and Truck usage.

Can you reply to this email with a brief statement of acknowledgement that we spoke and that you are good with the Semi Trucks coming off Hwy 19 and going west on Canal Road?

Regards,



Gregg Geier

Engineering Mgr , Van Holten's

920.478.2144 ext. 233 | www.vanholtenpickles.com

703 W Madison St. Waterloo, WI

Stormwater Management Design – Van Holten's Proposed Tankyard in Town of Medina

Purpose: Inform Town of Medina and its residents regarding two questions that arose during the August 27, 2024 Town of Medina Plan Commission meeting:

1. Explain the stormwater system, and the standards it was designed to fulfill, plus
2. Can the stormwater be moved south?

Explanation: The Site Plan provided to the Town August 22, 2024 incorporated Dane County feedback from the July 25, 2024 submission. Several facts follow:

1. The stormwater facilities (proposed wet basin, proposed infiltration basin, and conveyance swales) are sized to accommodate the maximum facility build-out of 500 tanks, buildings, and associated gravel drives. The goal was to maintain existing drainage patterns. Stormwater runoff is routed first to the wet pond, then to the infiltration basin before discharging to the right of way on the south side of Canal Road.
2. These proposed facilities meet Dane County and the State of Wisconsin Stormwater Management requirements, these include:
 - a. Match pre-developed peak runoff rates in the post-developed condition for the 1, 2, 10, 100, and 200-year, 24-hour storm events.
 - b. Infiltrate 90% of the pre-developed infiltration volume based on the average-annual storm event.
 - c. Control the total suspended solids (TSS) carried in runoff from the post-development site by 80%

Regarding moving the stormwater facility to the south, the proposed system could be shifted south 5-10 ft. Shifting stormwater to the southwest (SW) corner could not occur because it would be impossible to grade the site so that it captures all of the stormwater runoff and route it to a higher elevation location on the parcel.

Exhibit J

Dear Members of the Town Board of Medina,

I'm Steve Byrnes, President and owner of Van Holten's. My father bought the company in 1992, and I've been with the business for 26 years. In that time, we've transformed Van Holten's into a thriving company, with growth in 24 of the last 26 years. As a 126-year-old pickle company rooted in the community since the 1950s, we proudly employ 130 people, many of them local residents. Our success allows us to reinvest in our business, our employees, and the community by supporting nonprofits, youth activities, and local events.

Although I can't attend the September 11th Town Board meeting due to prior family travel plans, I wanted to provide an update on our project as a supplement to the official rezoning application. Van Holten's has incorporated feedback from the Planning Commission and Medina residents, making significant adjustments to better meet community needs. These changes reflect our commitment to being a responsible neighbor and have strengthened the project overall.

Project Summary: Van Holten's proposes to rezone a 16.4-acre portion of our 36-acre property from Farmland Preservation to Farmland Preservation – Business. This would allow us to develop a crop storage facility for 200,000 bushels of Wisconsin-grown cucumbers, with the potential for future expansion to 500,000 bushels.

In response to the valuable feedback from the Planning Commission and Medina residents, we have made significant adjustments to our project plans as follows:

Reduced Project Scope: We have reduced the maximum number of storage tanks from 900 to 500—a 44% reduction. The initial phase will start with 200 tanks.

Land Use: The project will initially utilize just 5.53 acres of the 36-acre property, which is only 15.8% of the total land. Even with full expansion, the project would occupy only 9.4 acres, or 26.8% of the land, leaving the majority preserved as cropland or wooded areas. The land can be restored to its original state in the future, as desired.

Preservation of Agricultural Land: We are maintaining a minimum 150-foot buffer on the eastern, western, and southern borders of the site during the initial buildout, ensuring the viability of the surrounding agricultural land. Future expansions will continue to comply with all zoning regulations.

Natural Screening: To minimize visual impact, we plan to install natural screening along the northern fence line, excluding the gated entrance, using fast-growing trees with a minimum mature height of 20 feet.

Lighting Impact: We have significantly reduced the lighting impact from the original plan by eliminating 13 light poles and reducing the number of dark-sky compliant fixtures on the

building facades to four, which will be placed no higher than 15 feet. None of the fixtures will be installed on the Canal Rd. side of the buildings.

Traffic Mitigation: To minimize impact on Medina's roads, all full truckloads of cucumbers will enter via the eastern entrance of Canal Rd. in Waterloo, and during phase one, the maximum daily cucumber loads have been reduced to seven, with an average of 3.3 loads per day.

Additionally, we have addressed the concerns raised by the Planning Commission and Medina residents during the two meetings, as outlined below:

Agricultural Use: The purpose of this project is agricultural. It supports agricultural land use by providing space to store and ferment cucumbers grown by Wisconsin farmers, directly contributing to local agriculture. The storage tanks function similarly to traditional corn silos, serving the vital role of managing and preserving farm crops to ensure their quality and availability.

Water Usage: Our water usage will have minimal impact on local resources. Our well, which is not considered high capacity, will pump no more than 65 gallons per minute, far below the 600 gallons per minute of a nearby high capacity well at a malt house. The DNR, as confirmed in an email (attached) from Dave Johnson on 8/27/24, has no concerns about water capacity. The initial fill for 200 tanks will require approximately 375,000 gallons, a one-time event with no ongoing refills needed.

Retention Pond Placement: The retention pond is located at the site's lowest point, following the natural contours of the land, which helps manage stormwater runoff and aligns with standard practice.

Noise Levels: The sound from our cucumber storage site operations will be similar to normal farm and tractor activity. Using portable decibel meters, we will ensure that neighbors are not exposed to noise levels exceeding 80 decibels.

Tank & Spill Safety: While we've never had a fiberglass tank failure, rare cracks have occurred. In such cases, brine is quickly pumped to another tank, minimizing runoff. Our brine contains 5.5% salt (compared to 25% in road brine), and minor spills won't harm the land. The tanks are also removable, allowing land restoration when desired.

Road Safety: The road to the entrance offers a 300-foot line of sight, meeting the Town of Medina's clear vision requirements. Based on the Commission's recommendation, we will also widen the driveway for easier access. Our project complies with all road safety regulations.

Waterloo Communication: We proactively contacted Waterloo officials, including the Utilities Superintendent before the first Planning Commission meeting and the Public

Works Director afterward, who had no concerns about truck traffic on Canal Road. Mitchell Leisses of Kunkle Engineering Group, Waterloo's contracted engineer, also supported this assessment in an email (attached).

Project Phases and Expansion: The initial project involves the installation of 200 cucumber storage tanks. Our revised site plan allows for a maximum of 500 tanks, with future expansion dependent on consumer demand. Any expansion will likely occur incrementally, in groups of 100 to 200 tanks, with an anticipated timeline of 3 to 5 years between each phase. The only significant impact of expansion would be a moderate increase in traffic during the cucumber intake season.

Tax Implications: We consulted Curt Chowanic, a property tax expert from Comprehensive Property Tax, LLC, to estimate the potential increase in property taxes resulting from our project. Based on his analysis, assuming the land value remains unchanged and the improvements are assessed at cost, the estimated annual property taxes would increase to \$34,854 from \$327 in 2023. Additional details are provided in the attached email, and further information about the company can be found at [Comprehensive Property Tax, LLC](#).

Additional Economic impact: Farmers are the backbone of Van Holten's. We purchase 600,000 to 700,000 bushels of cucumbers annually, investing over \$5 million in Wisconsin agriculture per year. With additional crop storage space, our farmers can expand by 2,100 acres, enabling us to buy more cucumbers locally and keep our purchases within the state, further supporting Wisconsin's economy.

Van Holten's is committed to addressing the concerns of the Town of Medina and its residents. Our adjustments to the project reflect our dedication to being a responsible neighbor and aligning the project with community needs. As a long-standing local business, we take pride in supporting Wisconsin farmers and contributing to the local economy. We appreciate your consideration and look forward to continued collaboration.

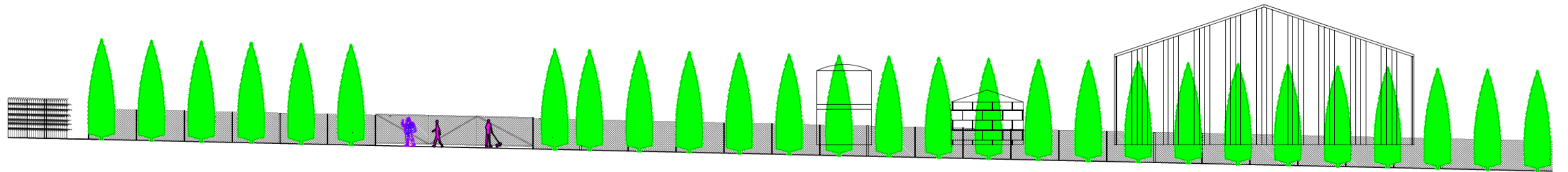
Though I can't attend the upcoming meeting, I welcome any additional feedback and am available for follow-up discussions. Please feel free to contact me at 608-334-5971 or sbyrnes@vanholtenpickles.com.

Thank you for your time and consideration.

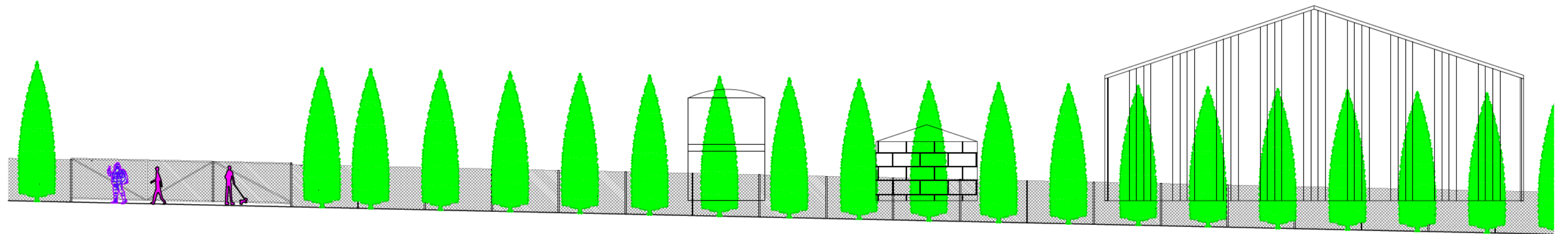
Sincerely,



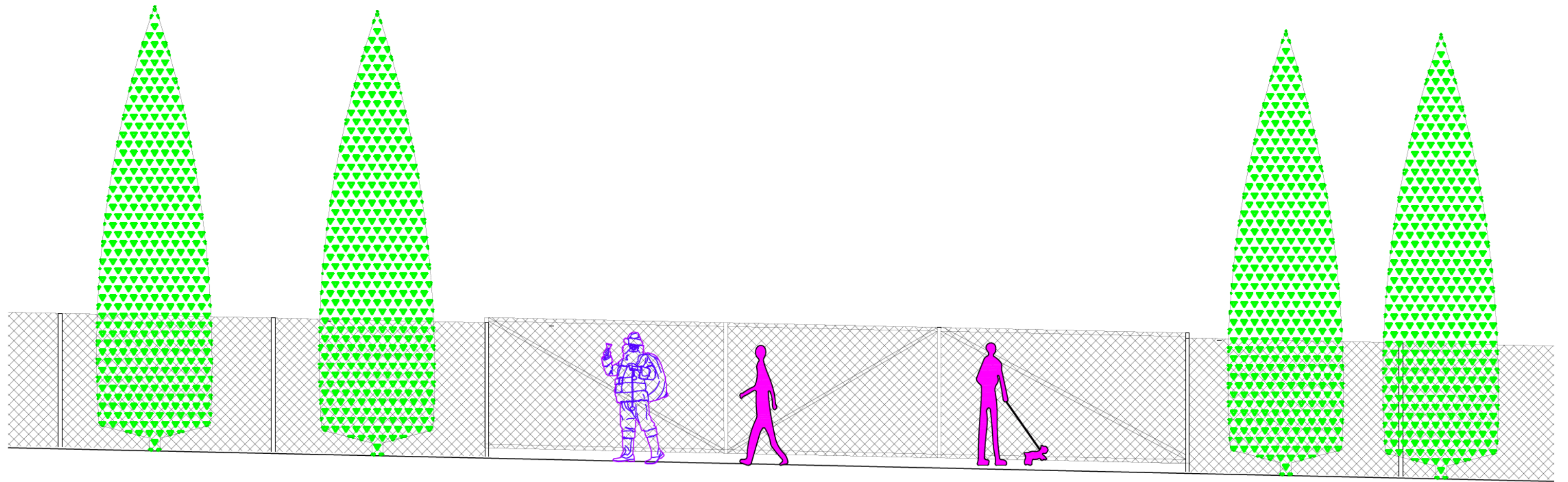
Steve Byrnes
President & Owner, Van Holten's



SOUTH VIEW FROM CANAL ROAD



SOUTH VIEW FROM CANAL ROAD



SOUTH VIEW FROM CANAL ROAD
