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

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#### **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).

<u>Van Holten's Inc.</u> wishes to rezone parcel number <u>0812-122-8011-0</u> 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 COUNT 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 SB2"29'1B"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 \$26°38'37"W
South	426.56 bearing \$82°29'18"W; 33.00 bearing \$9°36'51"E; 911.51 bearing \$79°56'47"W
West	1,080.41 bearing S0°44'09"W (west line of the NE½ 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 <u>FP-B</u> 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 <u>FP-1</u> 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 \$79°56'47"W, 88.63 feet; thence \$79°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 <u>FP-1</u>. 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 buildout 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 <u>FP-1</u>. 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 <u>FP-B</u> or Small Lot Farmland Preservation Zoning District <u>FP-1</u>.

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 <u>FP-35</u>, one (1) parcel is zoned <u>RE</u>, one (1) parcel is zoned <u>RR-8</u>, one (1) parcel is zoned <u>RR-4</u>, and one (1) parcels has two (2) zoning designations of <u>FP-35</u> & <u>RR-2</u>.

#### 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 Maunesha 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 <u>Wisconsin Archaeological Site Inventory</u> tool hosted by the State Historic Preservation Office yielded zero (0) results for archaeological sites on the site in Township 8NR12E \$12.

#### 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 <u>FP-35</u> 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	Υ	Hand-held decibel readers will ensure neighbors
		are not exposed to noise levels exceeding 80
		decibels.
Odors	N	
Soot	N	
Runoff	Υ	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
	<b>Tank Quantity</b>	<b>Cucumber Loads</b>	<b>Cucumber Loads</b>
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	

<sup>\*</sup> 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



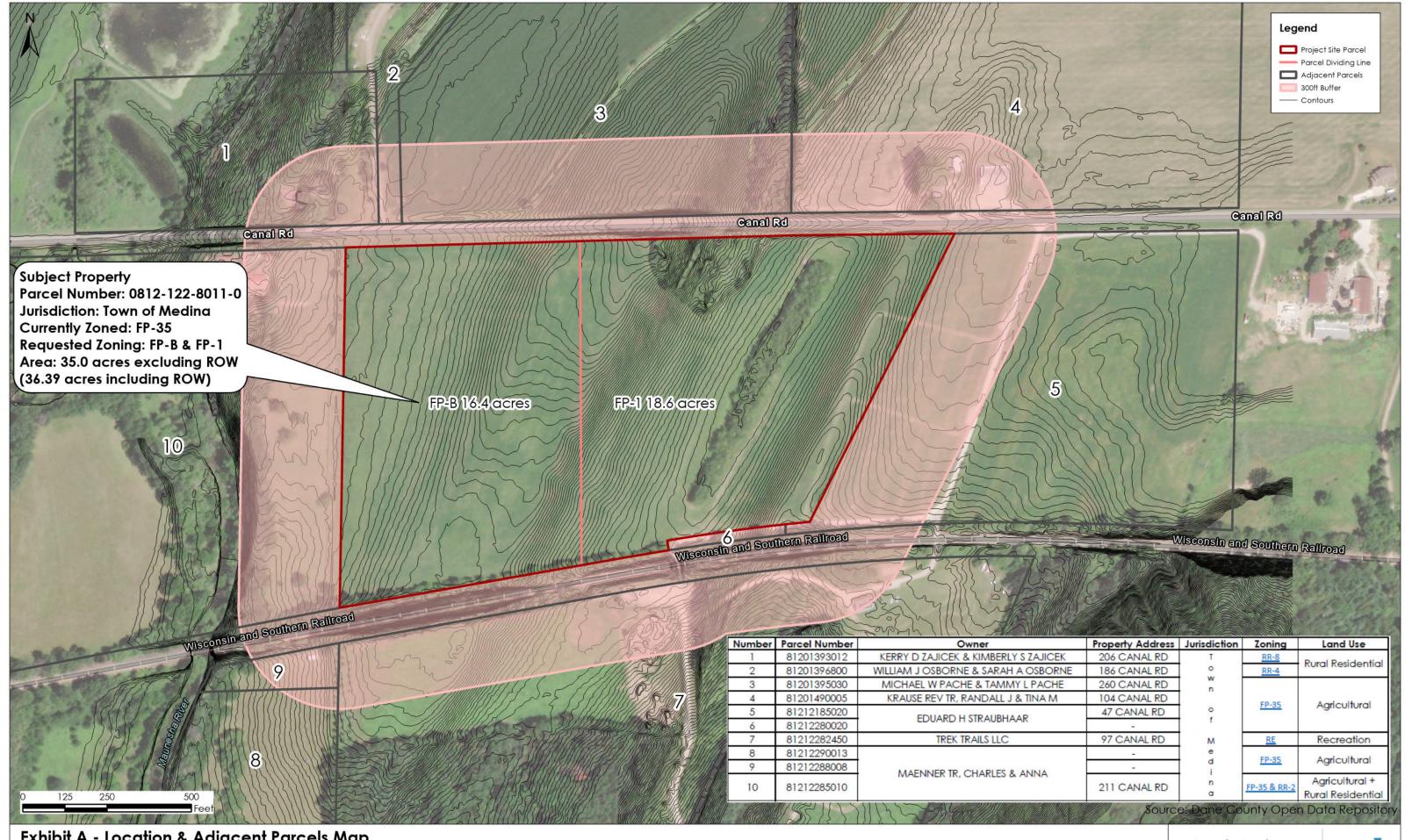
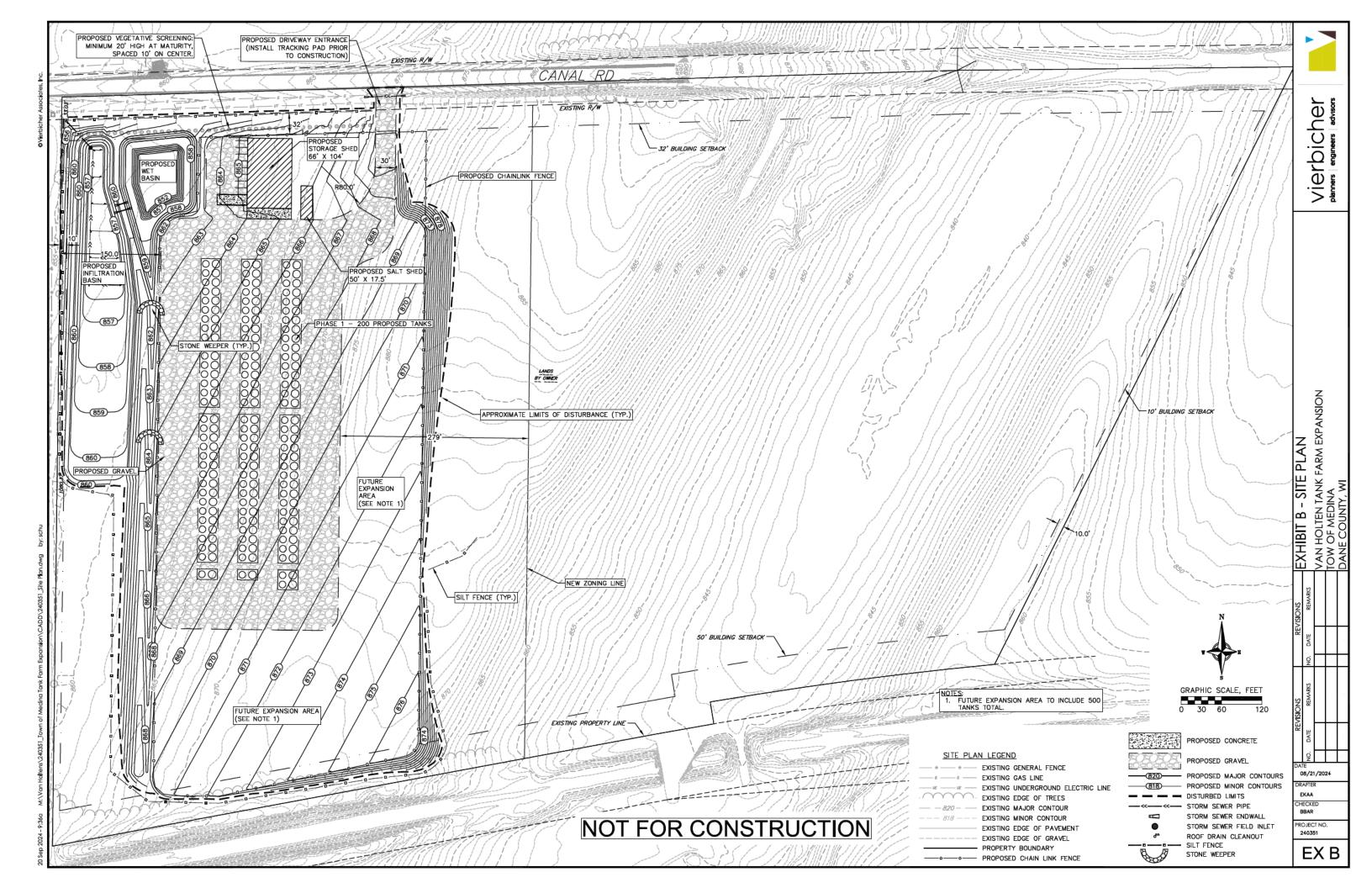


Exhibit A - Location & Adjacent Parcels Map

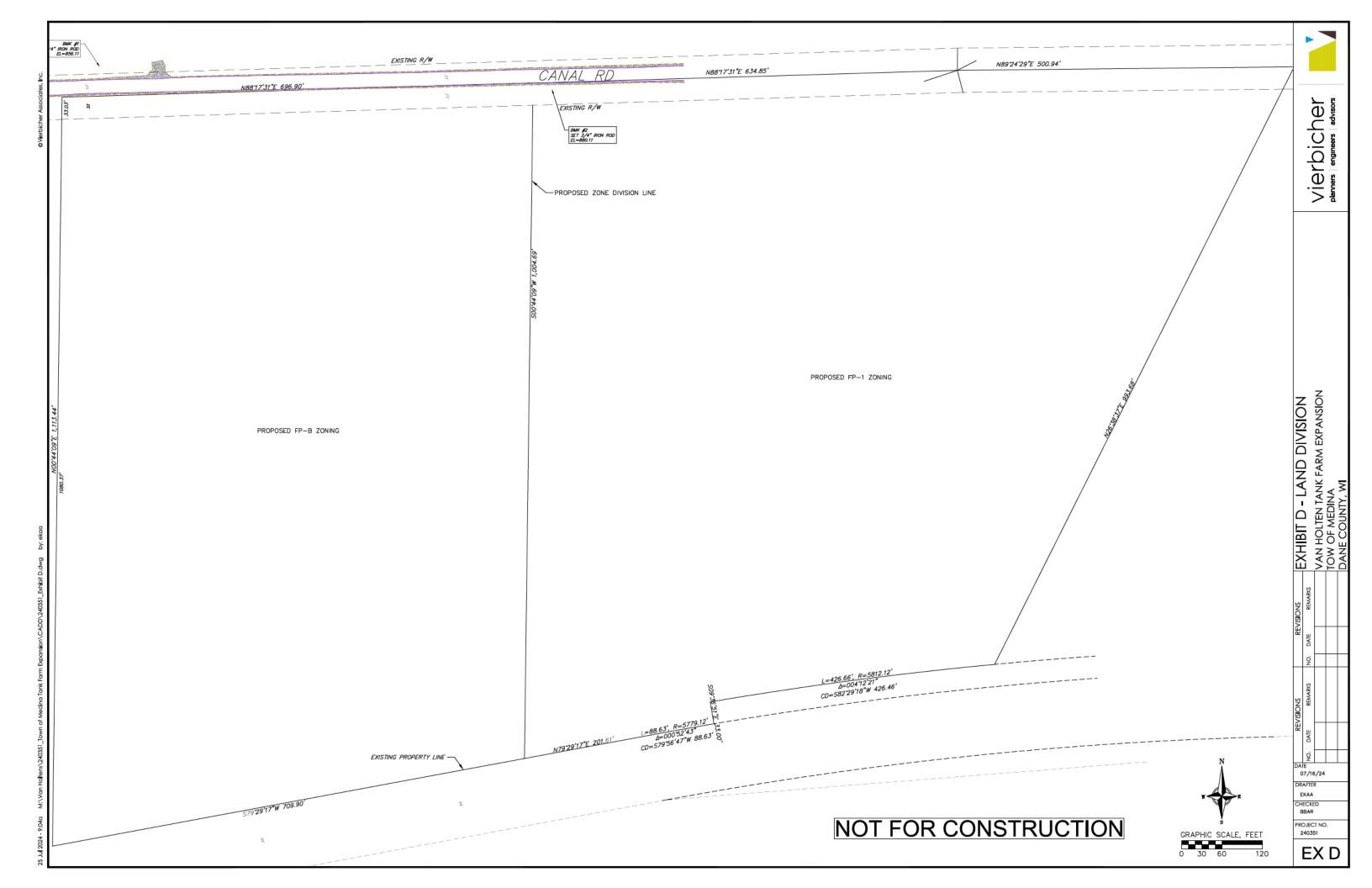
Town of Medina, Dane County, WI July 25, 2024







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.SN., 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 SCTION; THENCE NOB; 24'29'E ALONG THE NORTH LINE OF THE NE 1/4 OF SAID SCTION, 500, 94 FEET; THENCE \$26'38'37'W 993.88 FEET TO AN IRON PIN ON THE NORTH LINE OF A DRIVENAY EASEMENT DESCRIBED ON DOC. NO. 4489058; THENCE MESTERLY ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, 426.55 FEET, HAVING A RADIUS OF 5812.12 FEET AND A CHORD BEARING \$82'29' 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 \$79'36'47'W 88.63 FEET TO AN IRON PIN. THENCE \$79'29'17'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 NO '44'09'E ALONG SAID WEST LINE, 1113.44 FEET TO THE NORTH LINE OF THE NW 1/4 OF SAID SECTION; THENCE 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 KNOWLEGG AND BELIET 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 P.L.S. Number 2677 N89 \*24 \*29 \*E 2684. 16 \* NORTH LINE OF THE NE 1/4 OF SECTION 12-8-12 CANAL ROAD NORTH 1/4 CORNER OF SECTION 12-8-12 NORTH LINE OF THE NN 1/4 OF SECTION 12-8-12 483.63 \_\_ 33.03 36.39 ACRES (INCLUDING R.O.W.) 35.00 ACRES (EXCLUDING R.O.W.) LEGEND: o SET IRON PIN, 3/4"x 24", 1.5 LBS./LIN.FT. • FOUND IRON PIN - 3/4" DIA. UNLESS OTHERWISE SHOWN ⊕ FOUND ALUMINUM MONUMENT 33' DRIVEWAY EASEMENT - DOC.NO.4489058 RAILROAD FIELD WORK COMPLETED NOVEMBER 18, 2022. Combs & ASSOCIATES 11/11/2022 sll ASSUMED N89°24'29"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 12-8-12. 122-521 tel: 608 752-0575 fax: 608 752-0534 STRAUBHAAR



Midwest Land Group LLC

WB-13 VACANT LAND OFFER TO PURCHASE 1 LICENSEE DRAFTING THIS OFFER ON November 4, 2022 [DATE) IS (AGENT OF 2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) (STRIKE THOSE ROT APPLICABLE)
3 The Buyer, Van Holten's, Inc., or Assigns
4 Toffers to purchase the Property known as 4 Toffers Rd - Waterloo, WI 53594
5 Nestern 36+/- 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 County of Dane Wisconsin, on the following terms:

9 [PIRCHASE PRICE] The purchase price is Five Bundred Thousand Dollars (\$ 500,000.00

Dollars (\$ 500,000.00 ).

[INCLUDED IN PURCHASE PRICE] Included in purchase price is the Property, ell Fixturas on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional terms: Vacant Land with the old hay barn in the wooded section of property and "!" Development Right

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included. Annual crops are not part of the purchase price unless otherwise agreed.

[NOT INCLUDED IN PURCHASE PRICE] Not included in purchase price is Seller's personal property (unless included at lines 19.12) and the following: V/A

anes 12-13) and the following: N/A

18
CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.

21 "Fixture" is defined as an liem of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premise, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennal crops, garden bulbs; plants; ehrube and trees; fences; storage buildings 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
27 an addendum per line 686.

27 an addendum per line 686.
28 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer

29 on or before.

November 9, 2022

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer, at CAUTION: This Offer may be withdrawn prior to delivery of the accepted offer.

31 CAUTION: This Offer may be withdrawn prior to delivery of the accepted offer, or separate but identical 33 causes of the Offer.

copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term

Deadlines running from acceptance provide adequate time for <u>both</u> binding acceptance and performance.

36 CLOSING This transaction is to be closed on \_ January 10, 2023

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 CAUTION: To reduce the risk of wire transfer fraud, any wriring instructions received should be independently verified by phone or in person with the title company, financial Institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any writing or money
43 transfer instructions.
44 EARNEST MONEY
45 EARNEST MONEY of \$
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying will be maled, or commercially, electronically
47 EARNEST MONEY of \$5,000.00
48 It companies this Offer.
49 expensionally delivered within \$5,000.00
49 expensionally delivered within \$5,000.00

36 disbursement agreement.
55 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

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orly Address: 47 Canal Rd - Waterloo, WI 53594,

Properly Advises 27\_Canal\_Rd — MaterLoo\_WI 53594\_,
Page 10 12 Wints
16 soll, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property, or high voltage electric (100 KV or greater) or steel ristural gas transmission
118 lines located on but not directly serving the Property.
119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
121 h. The Property is served by a joint well: Defects related to a joint well serving the Property, or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as colform, nitrates, or
123 artization, or any out-of-service wells or cleares that are required to be abandoned (see § NR 812.26, Wis, AMC. Code) but
124 that are not closed or abandoned according to applicable regulations,
125. Defects in any sentic system or other private scarling disposal system on the Property or any defended or according to applicable regulations.

123 arazine, or any out-of-service wells or cistems that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but 24 that are not closed or abandoned according to applicable regulations.

126 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service exptice system serving the Property not closed or abandoned according to applicable regulations.

127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or 128 combustible liquids notuding, but not limited to, gascline or heating oil; or Defects in the underground or aboveground fuel 29 storage stanks on or previously long the storage tanks may 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tank with the Department 20 of Agriculture, Trade and Coneumer Protection at P.O. Box 8011, Medison, Wisconsin, 53708, whether the tenks are in use 30 or not. Department regulations may require dosure or removal of unused tasks.)

134 k. Existing or abandoned manure storage facilities located on the property.

135 r. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment; 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special 37 purpose district, such as a drainage district, that has authority to impose assessments on the Property.

136 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special 29 assessment or that may otherwise materially affect the Property or the present use of the Property, or any land division involving the Property without required state or local permits.

141 n. The Property is part of or sucject to a sudovivision nonemowers' association; or the Property is not a condominium unit 14

147 county.

148 p. Nonconforming uses of the Property (a nonconforming uses is a use of land that existed lawfully before the current zoning 148 p. Nonconforming uses as a use of land that existed lawfully before the current zoning 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation so easements (a conservation seasons a large season of the right associated 151 with ownership of his or her property to an easement holder such as governmental unit or a qualified nonprofit organization 152 to protect the natural habitat of fish, whilefile or points or a similar acceptance preserve areas for outdoor recreation or 153 education, or for similar purposes); restrictive covenants or deed restriction on the Property, including, but not similate to, private rights-of-way nonovers having rights to use part of the Property in cluding, but not similate to, private rights-of-way and easements.

156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment 157 conversion charge, or payment of a use-value assessment conversion charge has been deformed.

version charge; or payment of a use-value assessment conversion charge has been deferred.

All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop

198 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop. 198 Law, Managoef Forest Law, the Conservation Reserve Program, or a comparable program.
160 s. A dam is totally or partially located on the Property, or an ownership interest in a dam not located on the Property will 191 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or 162 similar group of which the Property owner is a member.

162 similar group of which the Property owner is a member.

163 I. No legal access to the Property, or boundary or lot line disputes, encreachments or encumbrances (including a joint 164 drevewy) affecting the Property, or boundary or lot line disputes, encreachments or encumbrances (including a joint 164 drevewy) affecting the Property encreachments often involve some type of physical object belonging to one person but 165 partially located on or overlapping on land belonging to another, such as, without limitation, fences, houses, garages, so driveways, gardens, and landscaping, Encumbrances include, without limitation, a right or claim of another to a portion of 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.

168 u. Government agency, count order, or federal, slate, or local regulations requiring repair, alteration or correction of an 169 existing condition.

170 v. A pier attached to the Property net in compliance with state or local pier regulations; a written agreement effecting 171 rigarian rights related to the Property, or the bed of the abutting navigable waterway is owned by a hydroelectric operator.

172 w. Material damage from fire, wind, flood, earthquake, expansive soil erosion, or landside.

173 x. Significant odor, noise, water diversion, or atter initiants emanating from neighboring property.

174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other cause; diseased or dying trock or 175 each with several problems; excessive sliding, or any other 177 Defect or material condition.

orty Address: 47 Canal Rd - Waterloo, WI 53594,

66 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ILEGAL RICHITS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest see money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party 70 disagrees with the disbursement, the Firm's proposed disbursement, a lawsuit may be filed to obtain a count order 27 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of 27 residential property with one-to-four divelling units. Buyer and Seller should consider consulting attorneys regarding their 24 legal rights under this Offer in case of a dispute, Both Parties agree to hold the Firm harmless from a plaibility for good 55 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional 65 Services regulations concerning earnest money, See Wiss. Admin. Code Ch. REEB 18.

77 [TIME IS OF THE ESSENCE] "Time is of the Essence" as to: (1) earnest money payment(s). (2) binding acceptance. (3) 78 occupancy. (4) date of closing; (5) corlingency Deadlines (STRIKE AS APPLICABLE) and all other dates and Deadlines in 79 this Offer except-None

78 occupancy; (4) date of clos 79 this Offer except:None

If "Time is of the Essence" applies to a date or Deadline, so stillure to perform by the exact date or Deadline is a breach of contract. It "Time is of the Essence" septies to a cate or Deadline, say failure to perform by the exact date or Deadline, then performance within a reasonable time of the date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

30 VACANT LAND DISCLOSURE REPORT! Wisconsin law requires owners of real property that does not include any buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales example from

50 YACARI LAND DISCLOSURE REPORT] Wisconsin law requires owness of real property that does not include any exhaltenge to provide Buyers with a Vacari Land Disclosure Report. Excluded from this requirement are sales exampt from 8 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who is have never occupied the Property. The form of the Report is found in Wis. Stat. § 706.03.3. The law provides: § 709.02 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . . yes the prospective buyer of the property a compileted copy of the report . . . A prospective buyer who does not receive a report 8 within the 10 days may, within 2 business days after the end of that 10-day period, rescribed the contract of sale . . . . by 0 delivering a written notice of resdission to the owner or the cowner's agent." Ruyar may sice have contain receiceism rights if 9 a Vacant Land Discosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is 92 submitted to Seller, Buyer should review the report form or consult with an attorney for additional information regarding rescassion rights.

93 rescission rights.

94 [PROPERTY CONDITION REPRESENTATIONS] Seller represents to Buyer that as of the date of acceptance Seller has so no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in 9s Seller's Vegarar Land Disclosure Report dated September 27, 2022 which was received by Buyer prior to Buyer 97 algoring this Office and that is made a part of this Office by reforence CCMPLETE DATE OR STRIKE AS APPLICABLE 69 and N/A.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

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. Brownfelds (abandomed, ided, or underused land that may be subject to environmental contamination) or other

106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum

107 Environmental Cleanup Program, or other similar program.

108 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface

109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface

101 foundations or waste material; any type of filt: drumsitios 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 guilenines 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 sides; 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 contrours or, or unsafe controllors relating the scansor.

116 Violation of an environmental rule or other rule or agreement regulating the use of the Property.

with zpFormit by zipLogix 18070 Fitteen Mile Road, France, Michigan 48026, www.zipl.

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Property Address: 47 Canal Rd - Waterloo, WI 53594, ,

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Is terminating the Offer baced upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or support of the original programs of the original programs as an any apply, and Buyer agrees to reimburse Sellier should Buyer fall to centinue any such programs as that Seller incurs any costs, penalties, damages, or test that are imposed because the program is not centinued after sale. The Parties agree this provisions of the stress of the program of the continued after sale. The Parties agree this provisions are closing.

MANAGED FOREST LAND: If all or part, of the Property is managed forest and under the Managed Forest Law (NFL) program, this designation will continue after closing. Buyer is advised as follows. The MFL is a landowner incentive program that encourages sustainable forestly on private woodlades to follows. The MFL is a landowner incentive program that encourages sustainable forestly on private woodlades of continued after the program and an analysis of the program of the charge of commentation of and enrolled in the MFL program changes, the new owner must sign and file a report of the charge of commentation of and enrolled in the MFL program changes, the new owner must sign and file a report of the charge of commentation of the second of the MFL program changes and the MFL program rules. The DNR Division of Forestly monitors forest management plan compliance, Changes a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program and may a yealth in the accessment of penalties. For more information cell the local DNR forester or visit and sender the program and may a yealth in the accessment of the program or may cause the property to be withdrawn from the program and may a yealth in the accessment of penalties. For more information cell the local DNR forester or visit and sender the program and may a yealth in the accessmen 199

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219

is and to a non-agricultural use (e.g., residential or commercial development), mat person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Bureau or visit <a href="http://www.revenue.wi.gov/">http://www.revenue.wi.gov/</a>. ParkMLAND PRESERVATION: The early termination of a farmiand preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land, Contact the Wisconsin Department of Agriculture, treat and Consumer Protection Division of Agricultural Resource Management or visit trips///www.disco.state.wij.gi/ or more information.

CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly eredible or environmentally sensitive land and instead to plant a protective cover of grass or trees, CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as a certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <a href="http://www.fsu.gov/">http://www.fsu.gov/</a>. Ald countes must adopt uniform shoreland zoning ordinances in compliance with Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigate rever or stream and establish mumum stancards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded if a mitigation plan is actored and necessary and establish interactions, if any. FFINCES: Wis Stat. 8 90.03 requires the owners of adioining oxnoverties to keep and maintain legal fenores in equal shared

Buyer is advised to check with the applicable city, town or vitage for additional shoretand zoning or shoretanu-weutern zoning greateristicns, if any y.

229 FENCES: Wis, Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares 30 where one or both of the properties is used and occupied for farming or grazing purposes.

231 CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and coupled for farming or grazing purposes.

232 PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, 244 there are a variety of issues that should be addressed to ansure the development or new use is feasible. Buyer is adely 25 responsible to verify the current zoning allows for the proposed use of the Property at times 261-262 and zoning 280 ordinances, recorded building and use restrictions, coverants and essements may prohibit certain improvements or uses 271 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals. 282 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental and substitution of the development related fees may need to be obtained or verified in order to determine the 240 feasibility of development of, or a particular use for, a property. Optional contingencies as needed in addenda (see line 686).

244 Property of the property of

	Property Address: 47 Canal Rd - Waterloo, WI 53594, , Page 5 of 12, WB-1
243	Buyer should review any plans for development or use changes to determine what issues should be addressed in the contingencies.
24.0	PROPOSED USE CONTINGENCIES: This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
247	miles 230-261 shall be detribed sausine unless buyer, wininovgays (30 if left blank) after acceptance, delivers; (1) written police to Sellier specifying those optional provisions checked below that cannot be cateful and (2) written evidence.
249	substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice this Offer shall be null and void. Seller agrees to occuperate with Buyer as necessary to satisfy the contingency provisions
251	checked at lines 256-281,  Proposed Use: Buyer is purchasing the Property for the purpose of Inground Pickle Processing with
253	accessory buildings with industrial well [insert proposed use
255 256 257	and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].  ZONNG: Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines 251-255.
258 259 260	x SUBSOILS: Written evidence from a qualified soils expert that the Property is free of any subsoil condition that would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such development.
261	x PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY: Written evidence from a certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 264	be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
265 266	the ricipetry as satisfied of lines 231-235. The POW IS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at line 255 CHECK [ALL TRAT APPLY] at conventional in-ground; mound; at grade, in-ground pressure distribution; Indeed and particle of the property of t
267	tank; to other: Force test completed on 11-03-22 - Echanyer Inc.  *** EASEMENTS AND RESTRICTIONS: Copies of all public and private easements, covenants and restrictions of the December of the Property and a public publi
269 270 271	significantly delay or increase the costs of the proposed use of development identified at lines 251-255.  APPROVALS/PERMITS: Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 273 274	granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items related to Buyer's proposed use:
275 276	x UTILITIES: Written verification of the location of the following utility service connections (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:
277 278	X electricity At Lot Line   X gas At Lot Line   ower   water   X electricity At Lot Line   coble
279 280	Softer Wall 7 65+ indicating feesibility at industrial capacity was @ Sugars Cost  ACCESS TO PROPERTY: Viritien verification that there is legal vehicular access to the Property from public
281 282	roads,
283	stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit
285	Seller acrees to cooperate with Rever at necessary to satisfy this continuancy. Rever shall deliber within
287 288	acceptance, written notice to Seller if any item cannot be obtained. In which case this Offer shall be null and void.  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) [STRIKE ONE] ("Se of providing) [I neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 290	a registered tand surveyor, within 60 days ("30" if left blank), after acceptance, at the surveyor (seller's STINKE ORE) ("Seller's if neither is stricken) expense. The map shall show minimum of 35 Met acres, maximum of 37 total acres, the legal description of the Property, he Property's boundaries and dimensions, visible neuroschements upon the
291 292	acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: any indication of past dump sites - Zoning will be
293 294	FP-35 STRIKE AND COMPLETE AS APPLICABLE Additional man features that may
600	be added include but are not limited to: staking of all comers of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square foolage; easements or rights-of-way.
297	CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.
	This confingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers 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 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Selier was responsible to
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	Van Hollos s
Docus	Ign Envelope ID: DSDF1CSC-621C-4SE7-9FF1-F130SDCS510A Property Address: 47 Canal Rd - Waterloo, WI 53594 , Page 7 of 12, W8-1
36 36	Properly Address 47 Canal Rd - Waterloo, WI 53594.  Properly Address 47 Canal Rd - Waterloo, WI 53594.  pources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller, Seller seems to allow
36 36 36 36 36 36	Properly Advess 47. Canal Rd - Waterloo, WI 53594.  pources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promely apply for a mortgage loan, and to provide evidence of application premptly upon request of Seller. Seller agrees to allow lender's appräser access to the Property.  **LOAN AMCUNIT ADJUSTIMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amount participation stated above.
36 36 36 36 36 36 36 37 37	Properly Adverse 47. Canal Rd - Waterkoo, WI 53594.  pources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of spollication promptly upon request of Seller, Seller gene to allow lender's appräser access to the Property.  **LOAN AMCINIT ADJUSTMENT:* If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contrigency and the monthly payments is shall be adjusted as necessary to maintain the term and amountization stated above.  **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372,
36 36 36 36 36 36 37	Properly Adverse 47. Canal Rid - Watershop, WI 53594.  Properly Adverse 47. Canal Rid - Watershop, WI 53594.  sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Suyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to prometily apply for a mortgage loan, and to provide evidence of spollication prometyly upon request of Seller, Seller seeme to allow lender's appräser access to the Property.  LOAN AMCUNIT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contrigency and the monthly payments shall be adjusted as necessary to maritant the term and amountzation stated above.  CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.  FIXED RATE FINANCING: The annual rate of interest shall not exceed
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36 36 36 36 36 36 37 37 37 37 37 37	Properly Address: 47 Caral Rid - Waterskee, W. 53594  Properly Address: 47 Caral Rid - Waterskee, W. 53594  Properly Address: 47 Caral Rid - Waterskee, W. 53594  per line 686. Suyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promely per line 686. Suyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promely per line 686. Suyer agrees to allow the same percentage of the purchase price as in this contingency and the monthly payment with the same percentage of the purchase price as in this contingency and the monthly payment shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payment shall be adjusted as necessary to maintain the term and amortization stated above.  CHECK AND COMPLETE APPLICABLE FINANCING POWINSION AT LINE 371 or 372.  If IXED RATE FINANCING: The annual rate of interest shall not exceed a continual state of the same percentage of the purchase price and shall be fixed for months, at which time the interest rate may be increased not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at the first adjustment and by not more than \$6 (2" if left blank) at configuration from the first adjustment and by not more than \$6 (2" if left blank) at one of the payment and by not more than \$6 (2" if left blank) and not exceed the initial interest rate and the promise of the payment
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3636 366 366 366 367 377 377 377 377 377	Properly Address: 47 Caral Rid - Waterskee, W. S3594 Page 1 of 12, Welf- sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached  per line 686. Suyer agrees to pay all customary loan and closing costs, were fees, and loan origination fees, to promite  apply for a metgage loan, and to provide evidence of spollgacien promptly upon request of Seller, Seller agrees to allow  lender's appraiser access to the Property.  **LOAN AMOUNT ADJUSTINET!* If the purchase price under this Offer is modified, any financed amount, unless otherwise  and all adjusted to the same percentage of the purchase price as in this contingency and the monthly payment  to the source of the purchase of the purchase price as in this contingency and the monthly payment  to the source of the purchase of the purchase price as in this contingency and the monthly payment  to the source of the purchase of the purchase price as in this contingency and the monthly payment  to the source of the purchase of the purchase price as in this contingency and the monthly payment  to the purchase of the purchase price as in this contingency and the monthly payment  to the purchase price as in this contingency and the monthly payment  to the purchase of the purchase price as in this contingency and the monthly payment  to the purchase price and the purchase price as in this contingency  to a purchase price and the purchase price and the purchase price and  the purchase price and the purchase price and  the purchase price and the monthly payment  to the purchase price and the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and  the purchase price and
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333	CAUTION: Buyer should provide sufficient time for the Property Inspection and/or any specialized Inspection(s),
224	as well as any follow-up inspection(s).  This contingency shall be deemed satisfied unless Buyer, within 60 days ("15" if left blank) after acceptance, delivers
335 (	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
220	Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects)
337	CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement. For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and exten
338	NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the
341 1	ralue of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
DATE (	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.
345	f Seller has the right to cure. Seller may satisfy this contingency by:  (1) delivering written notice to Buyer within ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346	stating Seller's election to cure Defects;
347 348	(2) curing the Defects in a good and workmanlike manner; and
349 7	(3) delivering to Buyer a written report detailing the work done no later than three days prior to closing. Fils Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:
350 351	(1) Seller does not have the right to cure; or
352	Seller has the right to cure but:     (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
354 355 ∏	IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY
356	FINANCING COMMITMENT CONTINGENCY: Tris Offer is contingent upon Buyer being able to obtain a written  [loan type or specific lender, if any] first mortgage loan commitment as described
357 b	below, within days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358	for a term of not less than
360 F	nonthly payments of principal and interest shall not exceed \$ Buyer acknowledges that lender's equired monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
301 P	remiums, and private mortgage insurance premiums. The mortgage shall not include a prenavment premium. Buyer across
362 to	by discount points in an amount not to exceed
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	22 AND PRODUCT OF THE
	Property Address: 47 Canal Rd - Waterloo, WI 53594, Page 8 of 12, WB-1:
425	report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
427	by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price. This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the writter
428	appraisal report and:
429 430	Seller does not have the right to cure; or     Seller has the right to cure but:
431	(a) Seller delivers written notice that Seller will not adjust the purchase price; or
432	(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisa
433	report.  NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
435	CLOSING OF BUYER'S PROPERTY CONTINGENCY: This Offer is contingent upon the closing of the sale of
436	Buyer's property located at
438	no later than(the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439	financial institution of third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to does
441	or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
442	
444	BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
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446	JBUMP CLAUSE: Il Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. Il Buyer does not deliver to Seller the documentation fised below within hower ("?" à left blank) after Buyer's Adual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following: (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;
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448 449 450 451 452 453 454 456 456 456 457 458 459 460 461 462	■ BUMP CLAUSE: If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within houre ("72" i elit blank) after Buyer's Adual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:  (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;  (2) Written waiver of
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807 By agreeing to binding arbitration, the Parties may lose the right to ligite in a court or law mose disputes covered by the deathful agreement.

808 NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT, BOTH PARTIES OF SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM NOT ITS AGENTS MAY PROVIDE A GENERAL STEPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR 151 OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT 131 CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

816 ENTIRE CONTRACT THIS Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller 151 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds 161 and insures to the benefit of the Parties to this Offer and their successors in interest.

817 NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons 181 registered with the registry by contacting the Wisconsin Department of Corrections on the Intermet at <a href="http://www.doc.wi.gov/">http://www.doc.wi.gov/</a> 1910 or by telephone at (608) 240-5830. 617 NOTICE ABOUT SEX OFFENDER REGISTRY] You may obtain information about the sex offender registry and persons sis registered with the registry by contacting the Wiscossin Department of Corrections on the Internet at <a href="https://www.6oc.wi.gov">https://www.6oc.wi.gov</a>
619 or by telephone at (608) 240-5830.
619 or by telephone at (608) 240-5830.
610 FOREIGN INVESTMENTIN REAL PROPERTY TAX ACT (FIRPTAI) Section 1145 of the Internal Revenue Code (FOREIGN INVESTMENTIN REAL PROPERTY TAX ACT (FIRPTAI) Section 1145 of the Internal Revenue Code (FIRPTAI) Section 1145 of the Internal Revenue Code (FIRPTAI) Section 1145 of the Internal Revenue Code (FIRPTAI) Section 1145 of the Internal Revenue Revenue Code (FIRPTAI) Section 1145 of the Internal Revenue Reven 623 upon the Property.
623 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 cases 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 (attomey or title company as stated in RC § 1445), a sworn certification under penalties of perjuny of selets
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status. 636 Offer and proceed under lines 661-608.

37 IF SELLER IS A FOREIGN PERSON. If Seller has represented that Seller is a Foreign Person. Buyer shall withhold the 588 amount required to be withheld, any withholding seems to be person. Buyer shall withhold the 588 amounts to be withheld, any withholding seems the resolution of his provision.

540 COMPLIANCE WITH FIRPTA, Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, 641 afficiant; or statement needed to comply with FIRPTA, including withholding forms. If withholding is required ander IRC 642 §1445, and the not proceeded the Seller are not sufficient to earlief the withholding required in this transaction, Seller shall soldier to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller shall sell shall pay to Suyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms, 648 fallwarks, and certificates necessary for FIRPTA withholding and any withholding require fees.

646 Any representations made by Seller with respect to FIRPTA shall survive the closing and detwery 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. A Phase 1 Environmental Site Assessment to be
a Completed at the cost of the buyer. If the results of the environmental assessment reveal
the coordinate of the cost of the buyer are the coordinate of the environmental assessment reveal
the coordinate of the cost of the buyer would provide the Seller with the option to
the source. If the Seller is unable or unwilling to cure, the Buyer has the right to terminate
this offer and would be due their earnest money in full.

set by Property.

Set Ber Proper e for specific performance; or minale the Offer and request the relum of the earnest money, sue for actual damages, or both. ees [DELIVERY OF DOCUMENTS AND WRITTEN NOTICES] Unless otherwise stated in this Offer, delivery of docum 866 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified 668 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at soo (1) <u>Fersions</u>: giving an evolution of the sees line 870 or 671.
670 Name of Seller's recipient for delivery, if any: <u>Ed. Straubhaar</u>
671 Name of Sulper's recipient for delivery, if any: <u>Steve Byrnes</u>
672 (2) <u>Fex</u>: fax transmission of the document or written notice to the following number: 675 line 679 or 580.

677 [X] (4) U.S. Mail depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the 677 [X] (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, NI 33394

600 Address for Buyer: 103 West Nadison ot — Naterloo, NI 33394

601 [X] (5) Email Address for Seller: additionally transmitting the document or written notice to the email address.

602 Email Address for Seller: additional to the Common or written notice to the email address.

603 Email Address for Seller: additional templokles.com 884 [PERSONAL DELIVERY/ACTUAL RECEIPT] Personal delivery to, or Actual Receipt by, any named Buyer or Seller 885 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers. 686 x ADDENDA: The attached Density Study to confirm "1 Split" 687 This Offer was drafted by [Licensee and Firm] \_ Matthew D Sheahan Midwest Land Group, LLC 11/7/2022 689 (x) Buyer's Signature ▲ Print Name Here → Van Holten's, Inc., or Assigns Date A 691 (x) Buyer's Signature A Print Name Here Date A 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. 11/7/2022 897 (x) Start Section 698 Seller's Signature ▲ Print Name Here ▶ Ed. Straubhaar Date A 699 (x) Soller's Signature ▲ Print Name Here ▶ Date A 701 This Offer was presented to Seller by [Licensee and Firm] \_ Matthew D Sheahan on 11 7 2037 at 12:00 a.m.(6.m.) Midwest Land Group, LLC 703 This Offer is rejected Seller Initials Date This Offer is countered [See attached counter]



### 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

September 16, 2022

**Planning** (608)266-4251, Rm. 116

Eduard Straubhaar 47 Canal Road Waterloo, WI 53594 Delivered via email **Records & Support** (608)266-4251, Rm. 116

Zoning

(608)266-4266, Rm. 116

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 =  $\sim$ 85 acres, 1 density unit used, 1 density unit remaining
- James Krause =  $\sim$ 160 acres, 2 density units used, 3 density units remaining
- Trek Trails LLC =  $\sim$ 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		<b>Density Number</b>	35	Original Farm Acres 329.83
Density Stu	udy 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 #	<u>Acres</u>	Owner Name	<u>CSM</u>
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 @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. Is 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: 2,500,000

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: <a href="mailto:cchowanic@cptaxgroup.com">cchowanic@cptaxgroup.com</a>

www.cptaxgroup.com



#### **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>;

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

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From: Gregg Geier < ggeier@vanholtenpickles.com >

**Sent:** Tuesday, August 13, 2024 3:33 PM **To:** Chad Yerges <<u>dpw@waterloowi.us</u>>

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

@vanholtenpickles.com>;

@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:

- 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 averageannual storm event.
  - c. Control the total suspended solids (TSS) carried in runoff from the postdevelopment 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.



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 <a href="Comprehensive Property Tax">Comprehensive Property Tax</a>, 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.

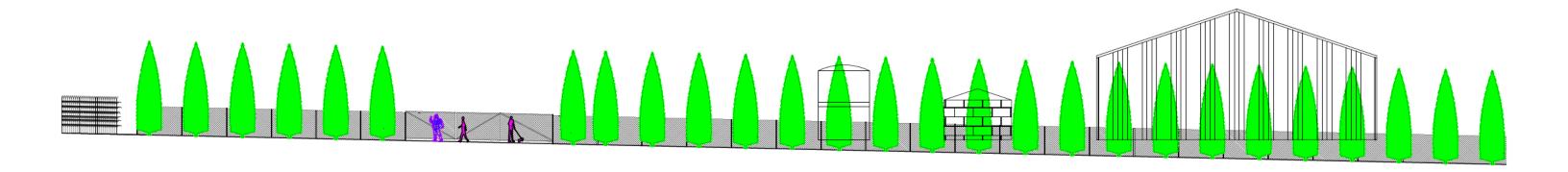
Thank you for your time and consideration.

Sincerely,

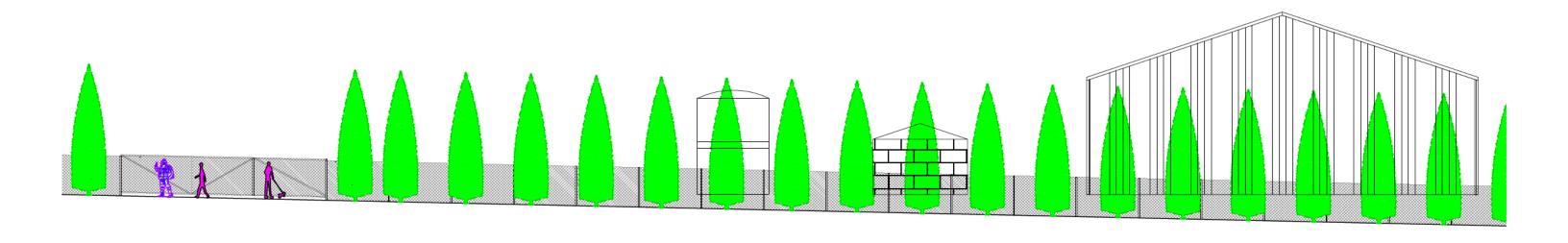
Steve Byrnes

President & Owner, Van Holten's

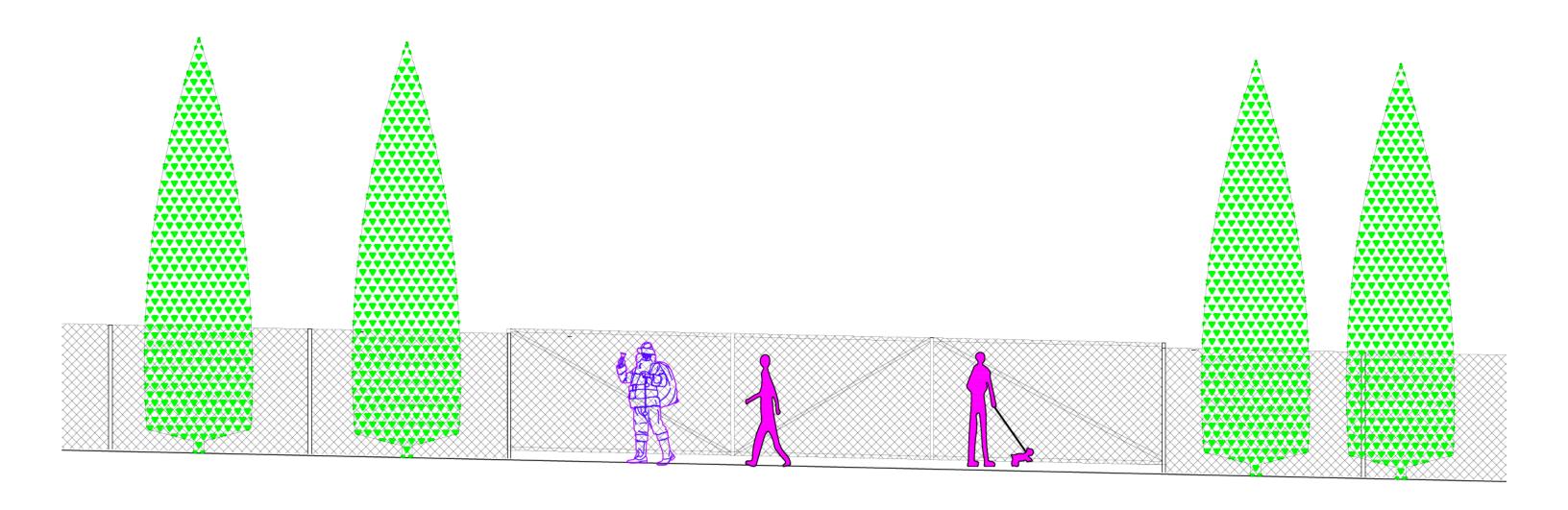




SOUTH VIEW FROM CANAL ROAD



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