

Thursday, June 12, 2025**7:00 PM****McFarland Municipal Center**
5915 Milwaukee St, McFarland
*Community Room***AGENDA**

The public may attend in-person or remotely through the Zoom webinar or telephone options listed below. *Please Note: Virtual attendance is offered as a convenience, but technical difficulties beyond the Village's control may prevent or limit its availability at any meeting. The public is encouraged to attend the meeting in person to assure full access to the proceedings.*

PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:

<https://us02web.zoom.us/j/88221462299>

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Webinar ID: 882 2146 2299

Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.
2. ROLL CALL.
3. APPROVAL OF MINUTES
 - a. Minutes of the April 29, 2025 Joint Town of Dunn Board and Village of McFarland Board meeting.
4. PUBLIC APPEARANCES.
 - a. This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.
5. BUSINESS.
 - a. Discussion regarding a Cooperative Plan between the Town of Dunn and Village of McFarland.
 - b. Discussion and action on Village Board Resolution 2025-13, a resolution ratifying and approving a purchase agreement for parcel 061010289711 located on Sleepy Hollow Road, McFarland, WI. (Village Board action only)
 - c. Discussion and action on Town Board Resolution 2025-08, a resolution ratifying and approving a purchase agreement for parcel 061010289711 located on Sleepy Hollow Road, McFarland, WI. (Town Board action only)

- d. Discussion and action on Town Board Resolution 2025-09, a resolution approving a Cooperative Plan between the Town of Dunn and Village of McFarland. (Town Board action only)
 - e. Discussion and action on Village Board Resolution 2025-14, a resolution approving a Cooperative Plan between the Town of Dunn and Village of McFarland. (Village Board action only)
6. SCHEDULE NEXT MEETING DATE.
- a. To be determined.
7. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF MCFARLAND

Joint Village Board and Town of Dunn Town Board Minutes

Tuesday, April 29, 2025 - 7:00 PM

1. CALL TO ORDER.

Town Chair Steve Greb called the special meeting of the Dunn Town Board to order at 7:00 pm at the Town of Dunn Town Hall, 4156 County Road B, McFarland, WI 53558. Village President Brassington called the special meeting of the McFarland Village Board to order at 7:01 pm.

2. ROLL CALL.

Town Board members present: Chari Greb, Supervisor Hodgson, Supervisor Gausman.
Town Staff Present: Cathy Hasslinger, Kelsey Shepperd, Erik Greenfield.

Village Board members present: Village Trustee Kathy Annen, Village Trustee Boyd, Village President Stephanie Brassington, Village Trustee Luke Fessler, Village Trustee Alisa Leamy, Village Trustee Miguel Peña, Village Trustee Lowell J. Prill.

Village Board members not present: None.

Staff Present: Community and Economic Development Director Andrew Bremer.

3. APPROVAL OF MINUTES.

a. Minutes of the January 29, 2005 Joint Town of Dunn and Village Board of Trustees meeting.

Motion by Gausman/Hodgson to approve the minutes for the Town Board, motion passed 3-0. Motion by Brassington to approve the minutes for the Village Board, second by Fessler, motion passed 7-0.

4. PUBLIC HEARINGS.

a. Public Hearing regarding a proposed Cooperative Boundary Plan between the Town of Dunn and Village of McFarland.

Community and Economic Development Director Andrew Bremer for the Village and Clerk Treasurer/Business Manager Cathy Hasslinger for the Town provided an overview of the proposed Cooperative Boundary Agreement between the two municipalities. The agreement is an update and extension of the current agreement in place since 2005 that is set to expire at the end of the year. The new agreement accounts for future land use matters, annexations, shared public improvements, and other issues between the two entities.

Town Chair Greb and Village President Brassington opened the public hearing at 7:03.

Andrew clarified that town properties would not be assessed for sidewalk or path improvements covered in the agreement if the improvements are made while the properties are still in the Town.

- Patrick Miles (5410 North Pass, McFarland) asked for clarification about the Highway

51 growth area and commented on the high cost of water and sewer service for annexations on the other side of the Yahara River as compared to the lower cost of development for annexations to the east of the Village where the river is not an obstacle.

- Gale Stone (3510 Rutland-Dunn Town Line Road) asked for clarification if there are two growth areas identified for McFarland, the Hwy 51 growth area and the east side growth area.
- Jim Hickey (2401 Evans Road, McFarland) asked whether the area along Camp Leonard would remain in the Town and suggested additional public notice for upcoming meetings relating to the agreement. Jim asked for the opinions and thoughts of those on the Town and Village Boards and Steve confirmed support for the agreement and commented that this public hearing was time for the boards to hear opinions and input from the public about the agreement before making a decision at a future meeting.
- Jackie Hammond (6060 Perrot Place, McFarland) expressed concern over potential traffic impacts of growth to the east of the Village that may increase use of Dyreson Rd and Hwy AB to access Hwy 51. Andrew provided information about the road plans. She also expressed interest in more opportunities for public input throughout this process. She commented that she thought that the decision had already been made. Steve explained that the agreement has not yet been approved, and that public input is part of the process.
- Stuart Herro (2020 Vilas Avenue, Madison) stated his opposition to the proposed agreement on the basis that he owns land in the US Hwy 51 growth area and he would like to annex the land into the Village without waiting 12 years. Andrew provided information about the Village comprehensive plan updates and explained that the timeline provides time for development plans to be made and incorporated into the comprehensive plan. Ken Boyd was concerned that the property owner didn't have any options for developing his land.
- Richard Gschwend (2913 Camp Leonard Road, McFarland) said he had attended 3 public meetings so far and believed there had been ample opportunity for public involvement in the process, complimented the Town on its conservation efforts, and said he was in favor of changing the earliest date for annexation petitions in the Hwy 51 growth area to 2055.
- Patti Callaway (1635 Lake Kegonsa Road, Stoughton) expressed concern about continued annexations by Stoughton and McFarland of Town land.
- Steve Annen (5011 Falling Leaves Lane, McFarland) talked about recent population growth in the Village and expressed concerns about projected population growth. He hoped the agreement would work well for the next 30 years.

The Public Hearing was closed by Chair Greb and Village President Brassington at 8:13pm when no further comments were offered by those in attendance.

5. SCHEDULE NEXT MEETING DATE.

Next meeting scheduled for June 12, 2025 at 7:00p.m. at the McFarland Municipal Center, 5915 Milwaukee Street.

6. ADJOURNMENT.

Motion by Town Supervisor Gausman, seconded by Town Supervisor Hodgson to adjourn the Town Board at 8:15 pm. Motion carried 3-0-0 by acclamation. Motion by Village Trustee Pena, second by Village Trustee Fessler, to adjourn the Village Board at 8:15 pm. Motion carried 7 - 0 - 0 by acclamation.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin board in accordance with Open Meetings Law.

Respectfully submitted,
Andrew Bremer
Village Community & Economic Development Director

McFarland
SUMMARY SHEET

MEETING DATE: Thursday, June 12, 2025

SECTION: Business

DEPARTMENT: Administration

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion regarding a Cooperative Plan between the Town of Dunn and Village of McFarland.

PREVIOUS ACTION:

January 14, 2025. Committee of the Whole meeting to discuss the draft Cooperative Boundary Agreement.

January 29, 2025. Joint Dunn-McFarland Board meeting to review the draft Cooperative Boundary Plan and approve separate resolutions to authorize preparation of a Cooperative Boundary Plan.

April 16, 2025. Joint Dunn-McFarland Public Information Meeting on the draft Cooperative Boundary Plan.

April 29, 2025. Joint Dunn-McFarland Board public hearing on the draft Cooperative Boundary Plan.

May 13, 2025. Village Board discussion regarding draft Cooperative Boundary Plan.

May 20, 2025. Town Board discussion regarding draft Cooperative Boundary Plan.

May 28, 2025. Town Board discussion regarding draft Cooperative Boundary Plan.

June 4, 2025. Village Board discussion regarding draft Cooperative Boundary Plan.

June 10, 2025. Village Board discussion regarding draft Cooperative Boundary Plan.

ISSUE SUMMARY:

Project Update

On April 29th the Town and Village Board's held the required joint public hearing on the proposed Cooperative Boundary Plan (CBP). A recording of that meeting is available on the Village's [project website](#). Following that meeting, both the Village Board (May 13, June 4, June 10) and Town Board (May 20, May 28) held separate meetings to discuss the proposed CBP including additional revisions the parties desired after consideration of public feedback. These changes primarily relate to the length of the term of the agreement, revised from 30 years to 20 years, and the length of the Village's annexation restriction for the Future Hwy 51 Growth Area revised from 12 to 10 years, from the Effective Date of the CBP, which is the date of Wisconsin Department of Administration approval. Within the packet is a track-changes copy of the CBP that includes the proposed amendments from the previous draft CBP dated April 8, 2025, that was presented as part of the April 29, 2025, public hearing. The revisions also address preliminary comments provided by Erich Schmidtke from the Wisconsin Department of Administration (DOA). The formal review and approval of the CBP by the DOA does not occur until after the Town and Village boards approve the CBP. This agenda item provides an opportunity for the boards to discuss the proposed changes to the CBP prior to each board taking



action to approve the CBP later in the agenda.

Background information provided at previous January & April 2025 project meetings, with updates as provided in the June 6, 2025 Agreement:

In 2005, the Village and Town of Dunn entered into a Cooperative Boundary agreement. The impetus for this agreement related to a potential annexation of property south of the Yahara River along USH 51. The existing boundary agreement is available on the Village's [C&ED Department website](#). The primary terms of the existing agreement include:

- The Village is prohibited from annexing property south of the Yahara River in the area referred to as the No Annexation Buffer Area, Exhibit B.
- The Town is prohibited from purchasing conservation easements pursuant to the Town of Dunn Rural Preservation Program north of the Yahara River and within the Village's 2008 Eastside Growth Area. Refer to Exhibit C. The Town further agreed not to oppose annexations of territory in this same area.
- Shared maintenance of Hidden Farm Road and Exchange Street Bridge.

The terms of this agreement expire on December 31, 2025. In 2022, staff and officials from the Village and Town began to meet to discuss potential mutual interest in drafting a new boundary agreement to replace the existing agreement. This included past Village President Clow, then Trustee Brassington (current Village President), former Trustee Jerke, Administrator Schuenke and C&ED Director Bremer and from the Town: Roz Gausman (Town Board Supervisor/Plan Commission Liaison), Jim Molloy (Plan Commission Chair), George Corrigan (Plan Commission Member), Cathy Hasslinger (Clerk-Treasurer/Business Manager) and Ben Kollenbroich (former Dunn Planning and Land Conservation Director). The parties meet several times over the course of the next year to discuss potential terms of a new agreement, followed by creating a draft of the agreement, and initial legal review by respective municipal attorneys.

Also, included in the packet is a copy of the proposed draft agreement, which includes minor revisions since the joint January 29, 2025 meeting. The primary terms of the proposed agreement (refer to Sections 12-14) include:

- Town Protected Area. The Village is prohibited from annexing property south of the Yahara River, with the exception of the Future Hwy 51 Growth Area after December 31, 2036. Refer to the Protected Area as shown in Exhibit E. The Town Protected Area has expanded from the 2005 agreement (No Annexation Buffer Area) extending south down to Lake Kegonsa.
- Village Growth Areas. There are two identified Village Growth Areas:
 - Eastern Expansion Area. The Town is prohibited from opposing annexations in the Village's 2023 East Side Neighborhood as shown in Exhibit F. The Town also continues to agree not to purchase conservation easements in these areas (Section 13.A).
 - Future Hwy 51 Growth Area. Beginning on January 1, 2037 the Village may approve annexation petitions for certain lands south of the Yahara River along



USH 51 as shown in Exhibit H. This area is similar to the lands designated in the current No Annexation Buffer Area. The Village's current Comprehensive Plan Future Land Use Map identifies these properties for Agricultural Preservation.

The Village is scheduled to next update its Comprehensive Plan in 2026-2027 and again in 2036-2037. Leading up to the 2036-2037 update will likely provide an opportunity for the Village to complete a more detailed sub-area plan for these properties in order to have a preferred land use plan in place for when/if the Village receives any requests for annexation. Until January 1, 2037 the lands remain prohibited from annexation within the Village. After December 31, 2036, the Town is prohibited from opposing annexations of the Future HWY 51 Growth Area. The Town further agrees not to purchase conservation easements in these areas without the prior approval of the Village Board (Section 13.B.1).

Because some of these lands include wetlands and floodplains the Village may be agreeable to purchase of conservation easements, to be determined if that is ever proposed.

- The Town further agrees not to make amendments to its Comprehensive Plan that would allow for residential or commercial development or land divisions in excess of the land division or development rights in existence as of 1979 under the Town's Land Division Allocation Policy (Section 13.B.3).
- **Annexation Outside of Village Growth Areas.** For areas outside of the Village Growth Areas, and Town Protected Area, the Village agrees not to annex properties unless the petition is signed by all owners of, and electors residing on, the private property included in the petition. This primarily applies to lands north and east of the Yahara River and south of the 2023 East Side Neighborhood Plan (Eastern Expansion Area).
- **Town Islands.** The Town agrees to allow the creation of town islands through an annexation process in the areas shown on Exhibit I. This impacts six properties (including five single family homes). This allows the Village the discretion to consider annexation petitions that might create a town island if the owners and electors of these properties did not want to join an annexation petition. Under State Statutes, town islands can't be created through an annexation unless the town and municipality have previously agreed to allow them within a boundary agreement. If any of these six parcels haven't annexed by the termination date of the agreement they would be automatically annexed to the Village when the agreement expires. This provision does not preclude that any of these six properties could be included in a one-half annexation petition without the property owners and electors consent. However, it does create greater flexibility for the person(s) petitioning for annexation to leave nonconsenting properties out of the proposed annexation petition and for the Village to accept that petition even if it would create a Town island.
- **Village Owned Property.** The Village agrees not to annex any property it owns in the Town that is not contiguous to the Village or is included in an annexation of other lands that will create contiguity. No such properties currently exist.
- **Sale of Town Property.** The Town owns one parcel in the Village at the corner of Sleepy Hollow Road and Exchange Street as shown in Exhibit J. This is an undevelopable piece of property likely left over from the development of the lots along Sleepy Hollow Road. The Town is agreeing to sell the property to the Village for \$1.00 under a separate



purchase agreement. The Village will add the property to our park system and prohibit use of the property for motorized boat access to the Yahara River.

- **Pedestrian & Bicycle Improvements.** There are a number of locations along USH 51, Exchange Street, CTH AB, and CTH MN where the Town is agreeable to the future installation of off-street pedestrian and bicycle improvements provided they are designed, constructed, and maintained by the Village. This allows the Village to not have gaps in future trail networks while waiting for future properties to annex to the Village. The WisDOT is planning such a trail along the east side of USH 51 from Exchange Street to the Yahara River bridge as part of their upcoming reconstruction project. Refer to Exhibit K. Construction of other trails shown in Exhibits L-N are to be determined. These future trails are anticipated to be within the right-of-way of these roadways. While the adjacent properties remain in the Town, the Village would be responsible for the design, construction, and maintenance of the improvements.
- **Maintenance of Hidden Farm Road and the Exchange Street Yahara River Bridge.** Similar to the 2005 agreement, the Village and Town have agreed to maintenance and cost sharing of these assets. Refer to Section 14.B and C.

The terms of the proposed agreement expire on December 31, 2055. The process to adopt a cooperative boundary agreement is addressed under Section 66.0307 Wis. Stats. The packet includes a flow chart from the Wisconsin Department of Administration (WDOA).

1. **January 29, 2025, Authorizing Resolutions.** This process starts with both the Town and Village boards adopting authorization resolutions, which occurred at the joint meeting on January 29, 2025.
2. **Agency Comments.** The process includes notifications to adjacent communities, Dane County, Capital Area Regional Planning Commission, school and technical colleges, WDNR, WDOT, etc. for non-binding comment. This agencies have until 20 days after the public hearing to provide comments. Prior to publication of this packet no comments have been received.
3. **April 16, 2025, Public Involvement Meeting (Not DOA required).** Staff held a joint public involvement meeting in order to provide a venue that would offer residents of either community the opportunity to ask questions regarding the draft Cooperative Boundary Plan prior to the officially required public hearing.
4. **April 29, 2025, Public Hearing.** At least 60 days after the passage of both authorization resolutions, the Town and Village Board will then hold a joint public hearing (no earlier than March 31, 2025).
5. **June 12, 2025 Agreement Adoption (no sooner than May 29, 2025).** The Town and Village boards must then wait at least 30 days after the public hearing to vote for adoption of the agreement ("Petition Period") and another 30 days thereafter before submitting the agreement to the WDOA for approval ("Advisory Referendum Period"). During the "Petition Period" if either the Town or Village receives a valid petition equal to at least 10% of the votes cast for governor in the last gubernatorial election, then adoption of the agreement by the petition receiving government requires 3/4 of the members of that board who are present and voting. During the "Advisory Referendum Period" if either the Town or Village receives a petition equal to at least 10% of the



votes cast for governor in the last gubernatorial election, then the receiving government must hold an advisory referendum not less than 70 days nor more than 100 days after receipt of a valid petition. In the case of the Village, the 2022 gubernatorial election included a total of 5,305 ballots cast; therefore, the Village would need to receive a valid petition with at least 531 signatures to trigger the 3/4 approval or advisory referendum requirements. In the case of the Town, the 2022 gubernatorial election included a total of 3,138 ballots cast; therefore, the Town would need to receive a valid petition with at least 314 signatures to trigger the 3/4 approval or advisory referendum requirements.

6. WDOA Submittal (no sooner than June 28, 2025) and Approval. If no Advisory Referendum is held, the Town and Village must submit the approved agreement within 60 to 180 days from the date of the joint public hearing. If an advisory referendum is held, the Town and Village boards will have to separately vote by resolution whether to submit the final version of the agreement to the WDOA for approval. The vote must occur within 60 days of the last referendum held. If any of the plan participants fails or refuses to approve submittal of the agreement to the WDOA, the plan may not be submitted. The WDOA has 90 days from receipt of the agreement to make a written determination of whether to approve the agreement. Assuming submittal to the WDOA on June 30, 2025, a written determination would be due on or before September 29, 2025.

The WDOA also provides a Cooperative Boundary Plan Factsheet which addresses the benefits of cooperative boundary agreements as included in the packet.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

McFarland 2017 Comprehensive Plan, Volume 2, page 96, recommends engaging with the Town of Dunn regarding extension of the existing 2005 boundary agreement prior to the 2026-2027 10-year Comprehensive Plan amendment.

Dunn 2023 Comprehensive Plan, page 3, Overall Planning Goals, Establish boundary agreements with neighboring municipalities. Action 2-2a, page 8-2, renew the Town's intergovernmental agreement with the Village of McFarland.

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

This agenda item is presented for discussion only.

ATTACHMENTS:

1. McFarland Dunn Boundary Agreement_06.06.25_redline
2. CooperativeBoundaryPlanFlowChart
3. Cooperative_Boundary_Plan_Factsheet
4. FOLKS Board letter--061125
5. Correction to proposed Boundary Agreement
6. 2875-2887 Exchange Street Ltr_06.11.25



**COOPERATIVE PLAN
BETWEEN
TOWN OF DUNN and VILLAGE OF McFARLAND**
Pursuant to Wis. Stats. §66.0307

This Cooperative Boundary Plan ("Cooperative Plan" or "Plan") is created by agreement by and between the TOWN OF DUNN, Dane County, Wisconsin ("Dunn" or the "Town") and the VILLAGE OF McFARLAND, Dane County, Wisconsin ("McFarland" or the "Village"), together referred to as the Parties, effective this ____ day of _____, 2025.

RECITALS

- A. The Town and the Village share a common border and have a history of avoiding territorial disputes through an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025.
- B. The Town and the Village desire to enter into this Plan for the continued general purposes of guiding and accomplishing the coordinated and harmonious development of the Town and the Village in a manner that considers the existing and future needs of the Parties and best provide for the public health, safety, morals, order, convenience, prosperity, and the general welfare of the Parties and their residents, as well as the efficiencies and economy of the Parties.
- C. The Town and the Village believe that the boundaries established hereby, as they may be changed as authorized under this Plan is reasonably compatible with the characteristics and adopted and future plans of both Parties, taking into consideration present and potential transportation, sewer, water and storm drainage facilities, and other infrastructure, fiscal capacity, previous political boundaries, boundaries of school districts, and shopping and social customs.
- D. The boundaries established by this Plan reflect due consideration of compactness of area, orderly urban growth, and efficient delivery of municipal services.

**SECTION 1
PARTICIPATING MUNICIPALITIES**

This Cooperative Plan is entered into and applies to the Village of McFarland and Town of Dunn, both located in Dane County, Wisconsin, the respective municipal boundaries of which are shown in Exhibit A.

**SECTION 2
CONTACT PERSONS**

The following person is empowered to speak for their municipality respecting this Cooperative Plan: For McFarland: its duly elected President. For Dunn: its duly elected Chairperson.

SECTION 3 TERM OF THE PLAN

- A. McFarland and Dunn agree that the term of this Plan (the "Planning Period") ~~for all provisions contained herein~~ shall be twenty (20) years from its Effective Date, which is the date of approval hereof by the Wisconsin Department of Administration.
- B. The municipal boundaries of McFarland shall not change through the annexation of land from Dunn during the ~~thirty (30) year~~ Planning Period except (1) as authorized in this Plan or (2) as may otherwise be approved by the Town Board.
- ~~B.C.~~ S. Section 66.307(5)(c)6, Wis. Stats. provides that "Any proposed planning period exceeding 10 years is consistent with the plan." The Town and Village have chosen to adopt a 20-year planning period as this is consistent with the terms of the prior 2005 agreement and provides each party with boundary certainty to properly plan for any longer-term public improvements projects, such as infrastructure improvements including new and expanded utilities and roadways. This Plan provides for the efficient and compact expansion of the Village through dedicated "growth areas", which are staggered focusing first on areas the Village can most efficiently serve with public sewer and water ("Eastern Expansion Area") followed by areas that require additional investments in planning and engineering design ("Future Hwy 51 Growth Area") to determine the preferred land uses. The market pace of actual urban development is not solely determined by the Village and therefore areas planned for future Village growth require boundaries to remain fixed longer than 10-years. The Town desires to retain its largely rural, agricultural, and waterfront residential community. A planning period exceeding 10-years provides the Town with increased certainty and predictability regarding the long-term boundaries of the Town. The Town and Village believe that it is appropriate and necessary for the communities' boundary to remain fixed for longer than the default 10-year planning period provided in Wisconsin Statutes.

SECTION 4 TERRITORY SUBJECT TO THE COOPERATIVE PLAN

The territory subject to this Cooperative Plan is as shown on Exhibit A and includes those areas of McFarland and Dunn to which this document makes reference.

SECTION 5 ISSUES, PROBLEMS, OPPORTUNITIES

This Cooperative Plan will address issues and problems and create opportunities as noted in the following areas below:

- A. **ESTABLISH BOUNDARIES BETWEEN MCFARLAND AND DUNN, THEREBY REDUCING ANNEXATION DISPUTES.** The establishment of expectations and the regulation of boundary changes by mutual agreement will allow both parties to reliably plan for future growth and development with assurance that those plans will not be undermined by unanticipated boundary changes.

- B. ASSURE ORDERLY DEVELOPMENT OF MCFARLAND AND DUNN.** Capital infrastructure improvements require a planning horizon which may be from one to twenty years in length. Under normal annexation dynamics, annexations may occur that disrupt existing plans for infrastructure improvements. This Plan will allow McFarland and Dunn to plan their utility services with more certainty of the location and extent of their future service areas.
- C. CONTROL URBAN SPRAWL.** McFarland and Dunn believe that the Plan encourages development to be directed toward the existing developed areas, which is expected to greatly reduce the prospect of "urban sprawl."

SECTION 6 SANITARY SEWER AND WATER SERVICE

A. MUNICIPAL SEWER SERVICE.

- (1) Urban Service Area and Limited Service Area.** Sanitary sewer service areas, commonly called "Urban Service Areas" or "Limited Service Areas" are determined by the Wisconsin Department of Natural Resources following evaluation and reports from the Capital Area Regional Planning Commission (CARPC) created May 2, 2007, by Executive Order #197 pursuant to Section 66.0309, Wis. Stats. Sanitary sewer service is available only for lands within the boundaries of the approved Urban Service Areas or Limited Service Areas as amended from time to time.
- (2) Wastewater Treatment.** The treatment of wastewater collected in sewage collection systems for McFarland and Dunn is provided by the Madison Metropolitan Sewerage District (MMSD). All lands currently within McFarland, and portions of Dunn, are located within the MMSD service area.
- (3) Municipal Sewer Service.** McFarland has a utility department that provides maintenance and authorized extensions of McFarland's wastewater collection system. All lands currently within McFarland are located within the MMSD boundaries and the Central Urban Service Area. Dunn has four limited service sanitary districts that provide maintenance and authorized extensions of its wastewater collection systems:
- (1) Sanitary District 1
 - (2) Kegonsa Sanitary District
 - (3) Sanitary District 3
 - (4) Sanitary District 4

The location of the existing boundary for each of the districts is shown on Exhibit B. This Plan does not change the service areas for sanitary services. Those service areas will adjust with future annexations or through intergovernmental agreements providing for those services.

- B. MUNICIPAL WATER SERVICE.** McFarland through its utility department operates, maintains, and extends water service to its residents. Dunn does not provide public water utilities. This Plan does not change the service areas for water service. Those service areas

will adjust with future annexations or through separate intergovernmental agreements providing for those services.

- C. POLICE PROTECTION.** McFarland provides police protection for McFarland residents through the McFarland Police Department. The Department operates as a full-time law enforcement agency. Dunn provides police protection for Dunn residents through a contract with the Dane County Sheriff. This Plan does not change the service areas for police services. Those service areas will adjust with future annexations or through separate intergovernmental agreements providing for those services.
- D. FIRE AND RESCUE SERVICES.** McFarland provides municipal fire and emergency medical services through the McFarland Fire and EMS Department. Emergency medical services are provided at the Advanced Emergency Medical Technician level. The Department serves McFarland and portions of the Towns of Dunn and Pleasant Springs. The remainder of Dunn is served by the Fire & EMS Departments of the Village of Oregon and the City of Stoughton. This Plan does not change the service areas for Fire or EMS services. Those service areas will adjust with future annexations or through amendments to the current intergovernmental agreements providing for those services.
- E. SENIOR SERVICES.** McFarland has established a Senior Outreach Department which provides a variety of programs and services for its senior citizens, as well as senior residents of Dunn and the Towns of Pleasant Springs and Christiana and the Villages of Cambridge and Rockdale. Case managers assist older adults in the community to navigate through a maze of information and to identify resources to promote wellness and independence within their home. The Senior Outreach Department operates a nutrition program that provides noon meals at sites in McFarland and Cambridge and coordinates home delivered meals to homebound seniors in the community. It also sponsors health and wellness activities, educational programs, and social groups. The Senior Outreach Department coordinates transportation services for shopping and the meal sites along with rides for medical appointments. The remainder of Dunn is served by the Oregon Area Senior Center and the Stoughton Area Senior Center. This Plan does not change the service areas for senior services. Those service areas will adjust with future annexations or through amendments to the current intergovernmental agreements providing for those services.
- F. MUNICIPAL COURTS.** McFarland and Dunn each operate their own municipal courts. This Plan does not alter the jurisdiction of either court, except that permitted annexations to McFarland will bring them under the jurisdiction of McFarland and, consequently, its municipal court.
- G. AVAILABILITY AND TIMING OF MUNICIPAL SERVICES.** McFarland and Dunn shall each maintain the right to provide extensions of municipal sewer and water services (together with other municipal and utility services) to the areas within their respective jurisdictions, except as otherwise provided by law. The Party providing such services will generally be the Party within which the customer's property lies, except as the Parties may subsequently agree otherwise by intergovernmental service agreements. The schedule for delivery of such public utilities and other public services shall be determined as follows:

- (1) McFarland will provide its general municipal services to those properties that are within McFarland and those properties that are subject to annexation under this Plan immediately following such annexation, except that the provision of development-related services (such as sewer and water) to any given area will generally be deferred to correspond to the timing of additional development in that area.
- (2) Dunn will provide its public services to those properties that are within Dunn.
- (3) The Parties will refer to their respective timetables to improve or enhance utilities, community facilities, and services that are provided in their respective comprehensive plans or capital improvement plans.

SECTION 7 HIGHWAY JURISDICTION.

Exhibit C provides a list of State and Dane County Highways in McFarland and Dunn. All other roads in the Town are town roads under Dunn's jurisdiction or Village streets under McFarland's jurisdiction. This Plan does not change the jurisdiction of any highways, roads or streets. Those jurisdictions will adjust with future annexations or through separate intergovernmental agreements.

SECTION 8 LOCAL ORDINANCES AFFECTING AREAS SUBJECT TO THE PLAN

The territory annexed to McFarland from time to time under this Cooperative Plan will become McFarland territory subject to all McFarland zoning and general ordinances immediately on the effective date of the annexation ordinance. All lands remaining in Dunn will continue to be subject to the ordinances of the Town and Dane County as applicable. Nothing in this Plan is inconsistent with any existing ordinances and no additional ordinances or amendments will be necessary to implement this Plan, other than annexation ordinances contemplated herein.

SECTION 9 COMPREHENSIVE PLANNING AND INTERMUNICIPAL INTERACTION

Dunn and McFarland both have adopted comprehensive plans under Wis. Stats. §66.1001. As a component of the process to complete this Cooperative Plan, the Parties identified areas of difference between the two comprehensive plans and approaches to resolve those differences. Section 13.B(3) of this Plan provides procedures for joint participation in future amendments to the Dunn comprehensive plan that affect the areas having the greatest impact on McFarland.

A. COMPREHENSIVE PLAN AMENDMENTS. Through this Cooperative Plan, McFarland and Dunn intend to promote continued consistency between their comprehensive plans over time. Section 13.B(3) of this Plan provides procedures for joint participation in future amendments to the Dunn comprehensive plan that affect the areas having the greatest impact on McFarland.

- (1) ~~S-Section 66.0307(5)(c)2, Wis. Stats.~~ requires a finding that “The cooperative plan is consistent with each participating municipality’s comprehensive plan.” The

Town's Comprehensive Plan (originally adopted December 2006, amended October 17, 2023) includes a planning goal (page 3) to "establish boundary agreements with neighboring municipalities" and an action item (page 8-2) to "renew the Town's intergovernmental agreement with the Village of McFarland." The Village's Comprehensive Plan (originally adopted August 2017, amended September 2024) includes land use initiatives (page 29, Volume 2) to "secure McFarland's Planned East Side Expansion" and an intergovernmental initiative (page 96, Volume 2) that "prior to its next 10-year Comprehensive Plan update, the Village seeks to engage with the Town of Dunn regarding extension of that agreement, which would otherwise terminate on December 31, 2025." On April 25, 2023, the Village Board approved Ordinance 2023-03 which adopted the 2023 East Side Plan as a component of the Village's 2017 Comprehensive Plan, replacing the prior 2008 East Side Neighborhood Plan. The Eastern Expansion Area identified within this Cooperative Plan is consistent with the Village's 2023 East Side Plan. The terms of this Cooperative Plan related to the Future Hwy 51 Growth Area will provide time for the Village to determine the preferred land uses within these areas with assurances that the developable portions of those areas will not substantially change prior to the Village's ability to consider approval of annexation petitions from landowners.

- B. RESOLUTION OF PLAN CONFLICTS.** In the event inconsistencies arise in the content or application of comprehensive plans, the Parties will work towards a mutual solution. Still, over time, legitimate differences between the Parties may arise and in the event of differences, it is intended by the Parties that they will make use of their own comprehensive plans for decisions on development, as such plans may be from time to time amended.
- C. LAND DIVISION AND PUBLIC AREA PLANNING.** To assist with implementation of their comprehensive plans, Dunn and McFarland have each adopted their own subdivision control ordinances. The subdivision control ordinances of Dunn and McFarland have similar objectives, but differences in their detailed requirements. Both Parties acknowledge that within McFarland's extraterritorial jurisdiction area, there may be differences in the individual ordinances or the application of the ordinances.
- D. COOPERATION IN URBAN SERVICE AREA APPROVALS.** During the Planning Period, neither Party shall object to, nor solicit, encourage, request or otherwise urge the Wisconsin Department of Natural Resources (WDNR), CARPC, its successor, or any member of the staff or governing body of any of the foregoing, whether publicly or privately, to reject future petitions by the other Party to amend the boundaries of any Urban Service Area to include additional lands located (or to be located upon a boundary change authorized by this Plan) within the municipal boundaries of the petitioning Party other than good faith objections based on the physical unsuitability of the property identified in the petition for development, the inability of the petitioning Party to provide municipal services to such property or that the extension of such service would be contrary to the terms of this Plan. In the event the non-petitioning Party shall make any written communication with any member, employee or consultant of the WDNR or CARPC relating to the substance of any petition described in this paragraph, a copy of such communication shall be provided to the petitioning Party at the same time, and through the same manner of delivery as used to communicate with WDNR or CARPC. The non-petitioning Party shall also immediately notify the petitioning Party of the

content of any oral communication to WDNR or CARPC relating to any such petition. Any position communicated to WDNR or CARPC that requests that approval of a petition be conditioned upon, or which is accompanied by a request for, the payment of consideration to the communicating Party or any act or omission by the petitioning Party not directly related to the property at issue shall be presumptively deemed made in bad faith.

SECTION 10 STORM WATER MANAGEMENT AND CONTROL

- A. MUTUAL COOPERATION.** There are no existing shared stormwater management retention or detention basins between McFarland and Dunn. This Plan does not change the service areas for storm water management service. Those service areas will adjust with future annexations or through separate intergovernmental agreements providing for those services. The Parties acknowledge that as development occurs it will be necessary to implement storm/surface water controls and mutual cooperation may be necessary to maximize the management of storm waters.
- B. EROSION CONTROL AND STORMWATER MANAGEMENT.** McFarland has adopted erosion control and stormwater management ordinances that parallel the strict requirements of the Dane County Ordinances. McFarland may adopt ordinances that exceed the minimum requirements of the Dane County Ordinances, but its authority is limited per §281.33, Wis. Stats. Dunn is directly regulated by the Dane County erosion control and stormwater ordinance.

SECTION 11 ENVIRONMENTAL EVALUATION OF THE PLAN

- A.** McFarland and Dunn are both subject to similar Wisconsin Department of Natural Resources wetland, FEMA floodplain, and CARPC environmental corridor regulations. The Cooperative Plan facilitates consistent and cohesive McFarland and Dunn planning for the infrastructure and other development in McFarland and Dunn territory. The Cooperative Plan is believed to be consistent with all applicable state and federal laws, municipal regulations, shoreland, wetland, and floodplain zoning ordinances and administrative rules. The territory annexed to McFarland from time to time under this Cooperative Plan will become McFarland territory subject to all McFarland shoreland-wetland and floodplain zoning ordinances immediately on the effective date of the annexation ordinance. All lands remaining in Dunn will continue to be subject to the ordinances of the Town and Dane County as applicable. Nothing in this Plan is inconsistent with any existing ordinances and no additional ordinances or amendments will be necessary to implement this Plan, other than annexation ordinances contemplated herein.
- B.** Because no new intensive manufacturing development is anticipated to result from the adoption or implementation of this Plan, McFarland and Dunn expect no notable adverse environmental consequences (including air and water pollution) related to manufacturing development. McFarland and Dunn Comprehensive Plans reduce the potential impact of urban sprawl by providing for open space while concentrating the location of residential and commercial development. The reservation of natural areas, wetlands, and floodplains as

promoted by the plans, will allow for the continuation of natural vegetation absorbing air pollutants and preventing soil erosion.

- C. The Madison Metropolitan Sewerage District treatment plant has adequate capacity to serve McFarland and Dunn.
- D. The development of lands in McFarland and Dunn will be in compliance with state and federal environmental law and regulations. Sanitary sewer will be subject to Department of Natural Resources and Madison Metropolitan Sewerage District regulations and approvals and expansion of water service will be subject to the State of Wisconsin Public Service Commission approvals, where applicable.
- E. Based upon plans developed at the regional, county and local levels of government for the surrounding communities, the impact of the boundary changes and development affected by this Plan will be compatible with, and have no negative impacts on, surrounding communities. All surrounding villages and towns are subject to zoning ordinances and land division control ordinances.

SECTION 12 BOUNDARY ADJUSTMENTS

The Parties have agreed that certain areas of the Town will be protected from annexation by McFarland for a substantial time (the “Protected Area”) and that other areas will be permitted to annex to McFarland without interference by the Town (the “Future Hwy 51 Growth Area” and the “East Side Growth Area,”) each of which is described below. Areas of the Town not addressed in this Plan shall continue to be governed by all provisions of Wisconsin law unaffected by this Plan, and are not part of this Plan. In accordance with s. 66.307(5)(c)5, Wis. Stats., the Village and Town have mutually determined -that the shape of any boundary maintained or any boundary change under this Cooperative Plan is not arbitrary, but- reflects due consideration for compactness of area. In developing this Plan, the Town and Village gave consideration to their existing Comprehensive Plans, the Village’s 2023 East Side Neighborhood Plan, land survey sections, existing landownership configurations, existing conservation easements, existing roadways, and existing natural features such as rivers and lakes.

A. AREAS SUBJECT TO COOPERATIVE PLAN.

- (1) **Protected Area.** The Protected Area is described in the legal description attached hereto as Exhibit D and shown on the map attached hereto as Exhibit E. Except for the lands within the Future HWY 51 Growth Area and subject to Section 12.A.(2)(b), no territory in the Town that is located south or west of the center line of the Yahara River from Lake Waubesa to Lake Kegonsa (the “Protected Area”) shall be annexed to or attached to the Village during the term of this Plan. The Village agrees that it shall not annex, attach, commence, join in, nor in any way support the annexation or attachment of territory in the Protected Area from the Town to the Village contrary to this Plan. The Village shall have no obligation to provide Village water, sanitary sewer or other municipal services to territory in the Protected Area except as provided herein or in any other current or future intergovernmental service agreement.

(2) Village Growth Areas. The following areas of Dunn are designated as “Village Growth Areas,” and are planned for future growth by McFarland during the term of this Plan. Lands within the Village Growth Areas may be annexed as provided herein:

- a. Eastern Expansion Area. The northern one-half of Section 11, Town 6 North, Range 10 East, the property located at 3145 CTH AB (Dane County Tax Parcels #028/0610-011-8030-0 and #028/0610-011-8005-0), or in the Village's planned East Side Growth Area in Sections 1, 2, 11 and 12, Town 6 North, Range 10 East, as shown on Exhibit F (collectively, the “Eastern Expansion Area”). There shall be no restrictions on annexations of land in the Eastern Expansion Area during the Planning Period other than as prescribed by the Wisconsin Statutes for annexations in general.
- b. Future Hwy 51 Growth Area. The Future Hwy 51 Growth Area is described in Exhibit G and depicted on the map attached as Exhibit H. The Future HWY 51 Growth Area is comprised of part of the Protected Area described in sub. (1) is not planned for Village development in the immediate future and shall be subject to the annexation prohibition in sub. (1) until 11:59 PM on ~~December 31, 2036~~the date that is ten (10) years after the Effective Date. Effective on the next day and thereafter, January 1, 2037 the Future Hwy. 51 Growth Area shall be deemed removed from the Protected Area, and no longer be restricted under sub. (1). Thereafter, the Village may commence, join in, support, and approve annexation of lands in the Future HWY 51 Growth Area under any procedure authorized by the Wisconsin Statutes.

B. PETITIONS FOR ANNEXATIONS OUTSIDE OF THE VILLAGE GROWTH AREAS. The Village shall not annex properties from the Town located outside of the Village Growth Areas unless the petition therefor is signed by all owners of, and electors residing on, the private property included in the petition. For purposes of this Plan, “private property” does not include property owned by a unit of government or a utility company, public rights-of-way, railroad property, or bodies of water. The Parties further agree that this limitation on annexations may be waived by approval of the Town of Dunn Town Board. This section does not apply to properties while located in the Protected Area and no such property may be annexed during the term of this Plan, as described in Section 12(A)(1).

C. ANNEXATION ORDINANCES. Annexations permitted within the areas governed by this Plan will be accomplished by the enactment of an annexation ordinance by McFarland in accordance with Wis. Stats. §§66.0217, 66.0219, 66.0223 or any other statute authorizing annexation of town territory. Enacted ordinances will be filed, distributed and recorded by the Village Clerk as required by Wis. Stats. §66.0217(9).

D. TOWN ISLANDS. Annexations authorized under this Plan may result in the creation of town islands in the areas highlighted on the map attached as Exhibit I. Any such town islands created during the term of this Plan which remain in the Town ~~on~~at the end of the Term of this Plan (the “Termination Date”), January 1, 2056 shall be annexed to the Village without the requirement of a petition upon enactment of an annexation ordinance which the Village agrees to enact not later than six (6) months prior to such Termination Date with its effective date delayed until 11:59 p.m. on March 1, 2056. ~~the Termination Date.~~ -Aside from the town islands identified in Exhibit I, no other town islands may be created through annexations by the Village.

- E. VILLAGE-OWNED PROPERTY.** The Village shall not annex Village-owned property located in the Town unless it is contiguous to the Village or is included in an annexation of other lands that will create contiguity upon enactment of the annexation ordinance and is otherwise in compliance with this Plan. Nothing in this Plan limits the authority of the Village to acquire property in the Town in any manner allowed by law.
- F. TOWN NOT TO OPPOSE ANNEXATIONS.** The Town shall not oppose annexations of territory to the Village in the Village Growth Areas on any grounds, procedural or jurisdictional, other than on the grounds that such annexation violates one or more provisions of this Plan. Revenue sharing for all annexations of territory in the Town during the term of this Plan shall be as provided for annexations under Wis. Stat. §66.0217(14)(a)l.
- G. TITLE TRANSFER OF PARKLAND.** The parties have entered into a separate agreement for the acquisition by McFarland of Parcel No.154/0610-102-8971-1, which is more particularly described in Exhibit J (the “Purchase Parcel”), currently owned by Dunn. The purchase agreement shall include language prohibiting the use of the parkland for the launching of gasoline- or diesel-fueled motorized boats, restricting the future use of the parkland for a motorized boat launch. Upon the closing of that transaction, McFarland agrees to add the Purchase Parcel to its park system.

SECTION 13 PRESERVATION OF DEVELOPMENT OPPORTUNITIES.

The Parties acknowledge and agree that the developable lands governed by this Plan in which annexations are permitted during the planning period are primarily intended and suitable for development within the Village. Dunn agrees that during the planning period it will not take any action that would inhibit the future development of those properties in the Village as provided in this Section.

- A. EASTERN EXPANSION AREA.** The Town agrees not to purchase conservation easements in, extend public water or sewer facilities to or through, purchase land in, or provide direct financial support for the acquisition of specific conservation easements in, the Eastern Expansion Area. This provision does not restrict the Town from purchasing conservation easements, purchasing land, or extending utility services elsewhere in the Town or generally providing support (financial or otherwise) to conservation organizations or land trusts.
- B. FUTURE HWY 51 GROWTH AREA.**
- (1) Purchase Restrictions.** The Town agrees not to purchase conservation easements in, extend public water or sewer service to or through, purchase land in, or to provide direct financial support for the acquisition of specific conservation easements in, the Future Hwy 51 Growth Area without the prior approval of the McFarland Village Board. The Village Board agrees not to unreasonably withhold, condition, or delay its approval where the lands to be encumbered by the conservation easements or Town purchases consist exclusively of delineated wetlands or floodplains. The Village’s approval shall not create any obligation on the part of the Village to finance any or all of the Town’s easement purchase or maintenance expenses. This provision does not restrict the Town from

purchasing conservation easements, purchasing land, or extending utility services elsewhere in the Town or generally providing support (financial or otherwise) to conservation organizations or land trusts.

- (2) Use of Restricted Lands.** In the event the Village approves Town purchases of conservation easements in the Future HWY 51 Growth Area, the Town agrees that the Town shall not prohibit non-motorized, passive public recreational access and uses ("Passive Uses"). Passive Uses include hiking, bicycling, electric bicycling, cross-country skiing, snowshoeing, and guided nature walks, including the use of both unpaved and paved trails, paths, or sidewalks. Passive Uses do not include playground uses or athletic fields, courses, courts or similar facilities for team or organized sports. During conservation easement negotiations with landowners in the Future Hwy 51 Growth Area, the Town will make efforts to partner with the Village of McFarland, Dane County Parks Department and/or Wisconsin Department of Natural Resources to purchase all or part of the land for Passive Uses.
- (3) Comprehensive Plan Consistency.** The Town agrees to make land use decisions in the Future HWY 51 Growth Area and Eastern Expansion Area consistent with the Town of Dunn Comprehensive Plan, Amended October 17, 2023 (the "Town Plan") as amended from time to time. Notwithstanding the foregoing, no amendment to the Town Plan that would allow for residential or commercial development or land divisions in excess of the land division or development rights in existence as of 1979 under the Town's Land Division Allocation Policy (the "Development Plan Amendments") shall be applicable to the Future HWY 51 Growth Area or Eastern Expansion Area unless that Development Plan Amendment is first approved by the McFarland Village Board. The Town agrees to notify the Village of McFarland at least 30 days prior to acting on a Development Plan Amendment for land in the Future HWY 51 Growth Area or Eastern Expansion Area. The Village Board must make a decision regarding the Development Plan Amendment within 45 days of receiving the Town's notice, or the amendment shall be deemed to be approved by the Village Board. The Village Board approval deadline may be extended upon request and approval of the Town Board.

SECTION 14 TRANSPORTATION IMPROVEMENTS AND MAINTENANCE

- A. PEDESTRIAN & BICYCLE IMPROVEMENTS.** The Town authorizes the Village and/or the Wisconsin Department of Transportation (WisDOT), and/or Dane County Highway Department, to install a sidewalk, trail, or path improvements in the locations in the Town described below ("Pedestrian & Bicycle Improvements"). The Village agrees to pay any cost that may be allocated, charged, or assessed to or against the Town, Town residents or property in the Town for construction, repair, replacement, or maintenance of the Pedestrian & Bicycle Improvements. The Village further agrees to repair, replace, and maintain (including the removal of snow and ice from) the Pedestrian & Bicycle Improvements as the Village deems appropriate in its governmental discretion. The Pedestrian & Bicycle Improvements shall be owned by the Village and shall be maintained, repaired, and replaced by, or at the expense of, the Village. The ownership and maintenance obligations shall not, however, affect the Town's continuing regulatory jurisdiction over the lands within the project limits for as long as the improvements are located in the Town, provided that the Town shall not prohibit the

continued public use of the facilities for their intended purposes. The authorized locations of the Pedestrian & Bicycle Improvements are generally described as follows. The specific locations as shown in the respective exhibits are conceptual, and final engineering design and construction may result in minor deviations from the locations shown:

- (1) Along the east side of US HWY 51 from Exchange Street northerly to the Yahara River Bridge on US HWY 51 as generally depicted in Exhibit K.
- (2) Within the Exchange Street right-of-way from US HWY 51 easterly and northeasterly to the Village's municipal boundary on Exchange Street as generally depicted in Exhibit L.
- (3) Within the CTH AB right-of-way from Elvehjem Road northerly to CTH MN as generally depicted in Exhibit M.
- (4) Within the CTH MN right-of-way from CTH AB westerly to the Village's municipal boundary as generally depicted in Exhibit N.

B. MAINTENANCE OF HIDDEN FARM ROAD.

- (1) **Village Maintenance.** The Village agrees to maintain Hidden Farm Road from Elvehjem Road through the entrance to Orchard Hill Park as depicted in Exhibit O, and to remove snow and ice from the entire length of Hidden Farm Road. The Town releases and holds harmless the Village, its officers, agents and employees of and from any liability for damage to Hidden Farm Road resulting from snow removal or other maintenance activities conducted by the Village except to the extent caused by the gross negligence, willful or intentional misconduct of the Village, its officers, agents or employees. The Village shall perform the maintenance and snow and ice removal activities at the same standard as those activities are performed on roads in the Village.
- (2) **Town Maintenance.** The Town shall be responsible for maintenance of Hidden Farm Road from the entrance to Orchard Hill Park to its southern terminus, except to the extent the roadway has been annexed into the Village.
- (3) **Maintenance Cost Sharing.** To compensate the Village for the cost of maintenance services provided under sub. (1), the Town agrees to pay the Village annually an amount determined by multiplying the total annual State Road Aids received by the Town in a given year by a fraction, the numerator of which is the length (in feet) of the segment of Hidden Farm Road remaining in the Town in that year and the denominator of which is the total length (in feet) of Town roads upon which the State Road Aids were calculated. Annual payments from the Town shall be made to the Village within 60 days of the Town's receipt of its final quarterly State Road Aids and shall continue each year going forward until the entirety of Hidden Farm Road is annexed to the Village.

- C. EXCHANGE STREET BRIDGE.** The Town and the Village agree to share equally the costs of periodic inspection and maintenance of the Exchange Street bridge over the Yahara River, until such time as the entire bridge is within the exclusive jurisdiction of one of the Parties. The Town will retain primary responsibility for initiating and completing inspections and maintenance of the bridge, by a qualified professional, and agrees to obtain the Village's

approval prior to committing to inspection or maintenance expenditures exceeding a total cost of \$10,000.00 in any year. The Town shall invoice the Village for the Village's share of the inspection and maintenance costs, and the Village shall pay the invoice within 30 days of receipt.

- D. SHARING AND EXCHANGE OF EQUIPMENT AND SERVICES.** The Town and the Village may explore ways to cooperate in the sharing and exchanging of equipment, including the potential joint purchase/ownership of equipment on terms and conditions acceptable to both Parties.
- E. SHARING OF MUNICIPAL SERVICES.** The Town and the Village may continue to cooperate in the sharing of municipal services under other terms and agreements between the parties outside of this Plan.

SECTION 15 GENERAL PROVISIONS.

- A. GOOD FAITH COOPERATION.** The Town and the Village shall cooperate in good faith to implement this Plan in a manner that will carry out its intended purposes and objectives. Neither Party shall take any official action to hinder the performance and implementation of the other Party under this Plan. In the event that it is necessary, in order to effectively implement this Plan, to obtain the cooperation of other governmental agencies, the Parties agree to cooperate in seeking the cooperation of such agencies.
- B. DISPUTE RESOLUTION.** In the event of a breach of this Plan or a dispute between the Parties involving the application, interpretation, or enforcement of this Plan, the Parties shall meet within 20 business days following written notice by one Party to the other of the alleged breach or dispute and attempt in good faith to resolve the matter. If the matter is not resolved at such meeting or by an agreed-upon future date, either Party may submit a demand to the other Party for arbitration of the dispute. Either party may then request that the Director of the Office of Municipal Boundary Review (MBR) of the State of Wisconsin Department of Administration (the "Director") provide a list of three arbitrators experienced in arbitrating or mediating issues relating to boundary agreements.

If the Director provides the requested list, the Party submitting the demand for arbitration shall strike one potential arbitrator from the panel, and the other Party shall then strike one of the two remaining arbitrators. The final remaining arbitrator shall arbitrate the breach or dispute. The arbitration shall be performed in accordance with such reasonable rules and procedures the arbitrator may specify, subject to the terms of this Plan. Either Party may initiate legal proceedings in a court of competent jurisdiction to enforce an award or decision obtained in arbitration.

In the event the Director does not provide a list of arbitrators within 30 days of the Director's receipt of the request to do so, then both Parties shall have the right and standing to seek any available legal or equitable remedy to resolve the dispute or to enforce or seek damages for the breach of this Plan. In any action concerning any violation of this Plan, the prevailing Party shall be entitled to recover from the other Party its reasonable costs and expenses of litigation, including reasonable attorneys' fees.

- C. BINDING EFFECT.** This Plan shall bind and accrue to the benefit of all successors of the Parties. This Plan is for the exclusive benefit of the Parties and their successors and assigns and shall not be deemed to give any legal or equitable right, remedy, or claim to any other person or entity. This Plan shall not be affected by a change in the form of government of either of the Parties.
- D. RECORDING.** The Town or Village shall each have the unilateral right to record a notice of this Plan in the office of the Dane County Register of Deeds. The cost to prepare and record the notice shall be shared equally by the Town and the Village.
- E. CHALLENGE TO PLAN; ADVANCEMENT OF MUTUAL INTERESTS.** In the event of a court action by a third party challenging the validity or enforceability of this Plan or any of its provisions:
- (1) Both Parties shall fully cooperate to vigorously defend this Plan. If only one Party is named as a party to the action, the other Party shall seek to intervene and the named Party shall support such intervention. The workload to defend this Plan shall be shared equally to the extent practicable.
 - (2) No settlement of such an action shall be permitted without the approval of the governing bodies of both Parties.
 - (3) The Parties acknowledge that in order to effectively implement this Plan, it may be necessary to obtain the cooperation of other governmental agencies. In all matters necessary to implement this Plan, the Parties agree to cooperate in seeking the cooperation of all relevant agencies.
- F. TERM.** This Plan shall take effect immediately upon ~~approval hereof by the Wisconsin Department of Administration pursuant to Wis. Stats. §66.0307(5)~~(the “Effective Date”) as defined herein, and such date shall be inserted into the introductory paragraph of this Plan. This Plan shall continue in effect from the Effective Date ~~until 11:59 p.m. on December 31, 2055~~until the Termination Date as defined herein.
- G. REPEAL OF PRIOR AGREEMENT.** Upon the Effective Date the Parties acknowledge that the prior agreement titled Intermunicipal Cooperative Boundary Agreement Between Town of Dunn And Village of McFarland, dated February 28, 2005 is hereby repealed and of no further effect. Such repeal shall not affect the validity of any action taken by either Party pursuant to that agreement prior to its repeal.
- H. ENTIRE AGREEMENT.** This Plan contains the entire agreement of the Parties with respect to the subject matter hereof, and all prior discussions, drafts, agreements, and writings are specifically superseded by this Plan. This Plan represents the mutual intent of the Parties and the fact that one or more of its provisions was drafted by one Party or another shall not be construed to the benefit or detriment of either Party.
- I. AMENDMENT.** This Plan may be amended only by the approval and execution of a written amendment by both Parties, and approval by the Department of Administration where required.

- J. SEVERABILITY.** In the event that any provision of this Plan is found invalid or unenforceable by a court of competent jurisdiction, the Parties agree that they will promptly meet to discuss how they might satisfy the intent of this Plan by alternative means, including appropriate amendments of this Plan to maintain, as closely as possible, the original terms, intent and balance of benefits and burdens of this Plan. In the event a court finds all or part of Sections 12.A(2), 12.D, 12.F, 13 or 14.A of this Plan to be invalid or unenforceable and the Parties are unable to agree on a remedy or an amendment of this Plan within 60 days after such determination, Village may, by providing 30 days' prior written notice to the Town, terminate this Plan; or if all or part of Sections 12.A(1), 12.B or 14.C are found invalid or unlawful, the Town may, by providing 30 days' prior written notice to the Village, terminate this Plan. With regard to all other Sections of this Plan, if any such Section is found to be invalid or unlawful, and the Parties are unable to agree on a remedy or an amendment of this Plan within 60 days of the date the court found the Section to be invalid or unenforceable, then such invalidity or unenforceability shall not affect or invalidate the other provisions of this Plan and such other provisions shall be binding on the Parties.
- K. NO WAIVER.** Failure of either Party to require strict performance of any provision of this Plan shall not constitute a waiver of the provision or of any of either Party's rights under this Plan. Rights and obligations under this Plan may only be waived or modified in writing. Waiver of one right, or release of one obligation, shall not constitute a waiver or release of any other right or obligation.
- L. AUTHORITY.** Each Party represents that it has the authority to enter into this Plan and that all necessary procedures have been followed to authorize this Plan. Copies of the resolutions of the governing bodies of both Parties, authorizing this Plan are attached hereto as Exhibits P and Q. Each person signing this Plan represents and warrants that he or she has been duly authorized to do so.
- M. COUNTERPARTS.** This Plan may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Plan by the authority of their respective governing bodies, effective as of the date when both Parties have affixed their respective signatures.

Dated this ____ day of _____, 2025.

(signatures to follow on the next page)

TOWN OF DUNN

Town Chair

Attest:

Town Clerk

Approved as to Form:

Town Attorney

Dated this ____ day of _____, 2025.

VILLAGE OF MCFARLAND

~~Carolyn A. Clow~~Stephanie Brassington
Village President

Attest:

Cassandra Suettinger
Deputy Administrator/Clerk

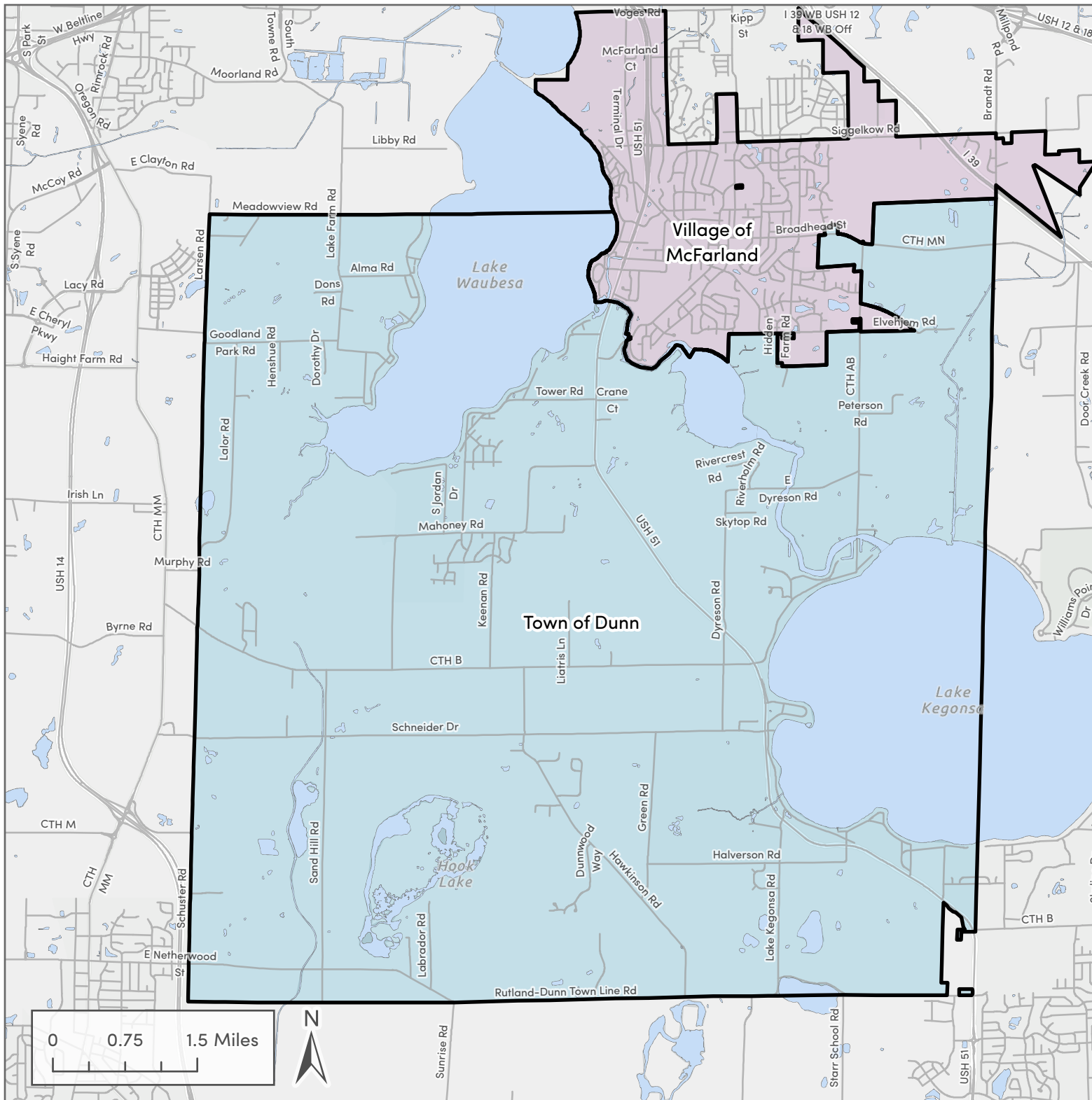
Approved as to Form:

Village Attorney

Attachments:

- Exhibit A: MCD Boundaries/Areas subject to Agreement
- Exhibit B: MMSD Sanitary Sewer District Boundaries
- Exhibit C: List of State and County Highways in each Jurisdiction
- Exhibit D: Legal Description of Protected Area
- Exhibit E: Map of Protected Area
- Exhibit F: VOM Eastern Expansion Area
- Exhibit G: Legal Description of Future Hwy 51 Growth Area
- Exhibit H: Map of Future Hwy 51 Growth Area
- Exhibit I: Map of Potential Town Island Areas
- Exhibit J: Map and Legal Description of Parcel 154/0610-102-8971-1
- Exhibit K: Map of USH 51 Sidewalk/Trail/Path
- Exhibit L: Map of Exchange Street Sidewalk/Trail/Path
- Exhibit M: Map of CTH AB Sidewalk/Trail/Path
- Exhibit N: Map of CTH MN Sidewalk/Trail/Path
- Exhibit O: Map of Hidden Farm Road
- Exhibit P: Village Resolution Authorizing Plan
- Exhibit Q: Town Resolution Authorizing Plan

EXHIBIT A
VILLAGE OF MCFARLAND AND TOWN OF TOWN
MUNICIPAL BOUNDARIES



A GREAT PLACE TO BE

Village of McFarland Town of Dunn Municipal Boundaries

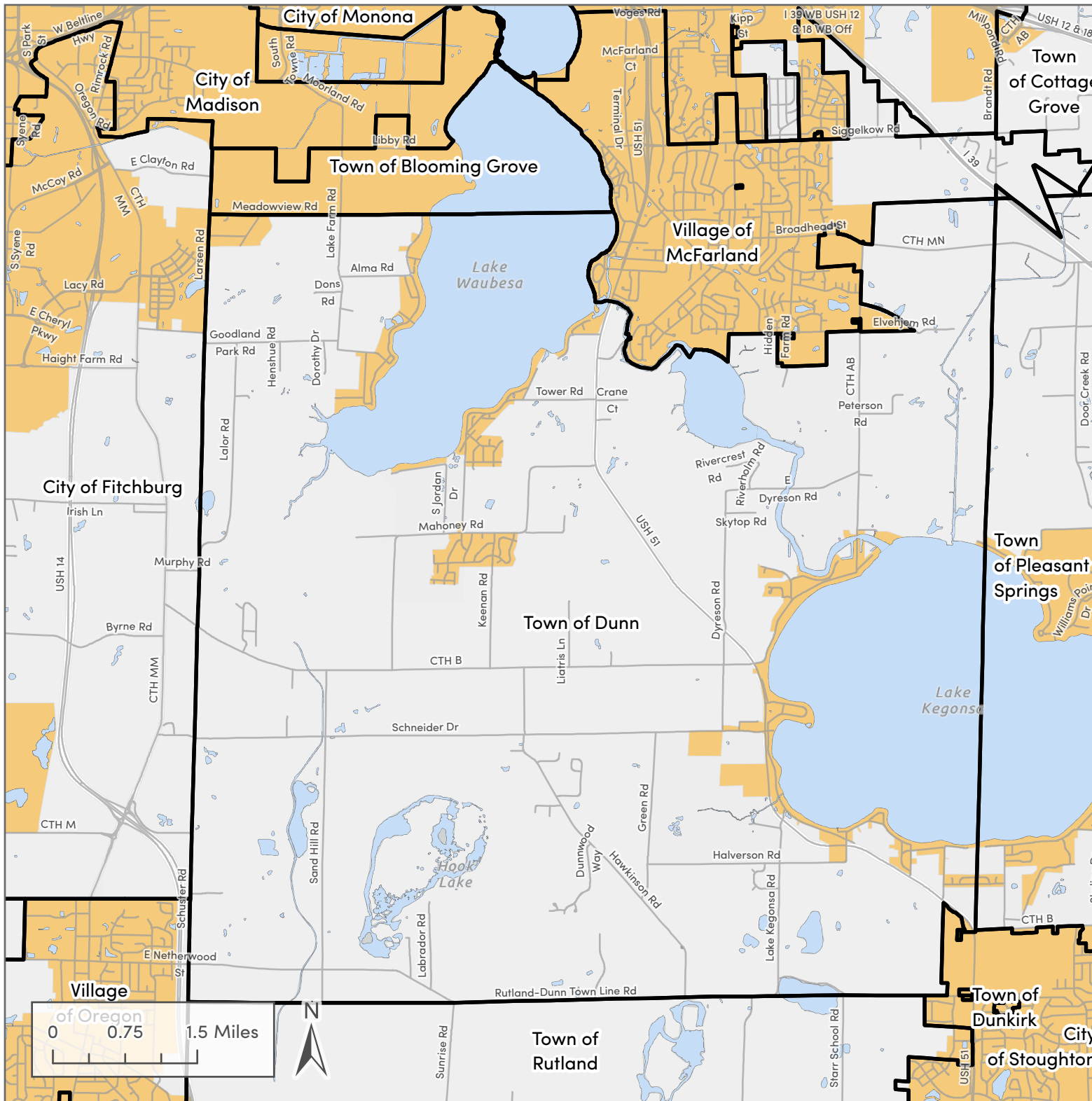
- Road Centerlines
- ▭ Municipal Boundaries
- ▭ Town of Dunn
- ▭ Village of McFarland
- ▭ Lakes and Ponds

Data sources: Esri, Dane County, CARPC

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT B
VILLAGE OF MCFARLAND AND TOWN OF TOWN MMSD
SANITARY SEWER DISTRICT BOUNDARIES



A GREAT PLACE TO BE

Village of McFarland Town of Dunn Sewer Service Area Boundaries

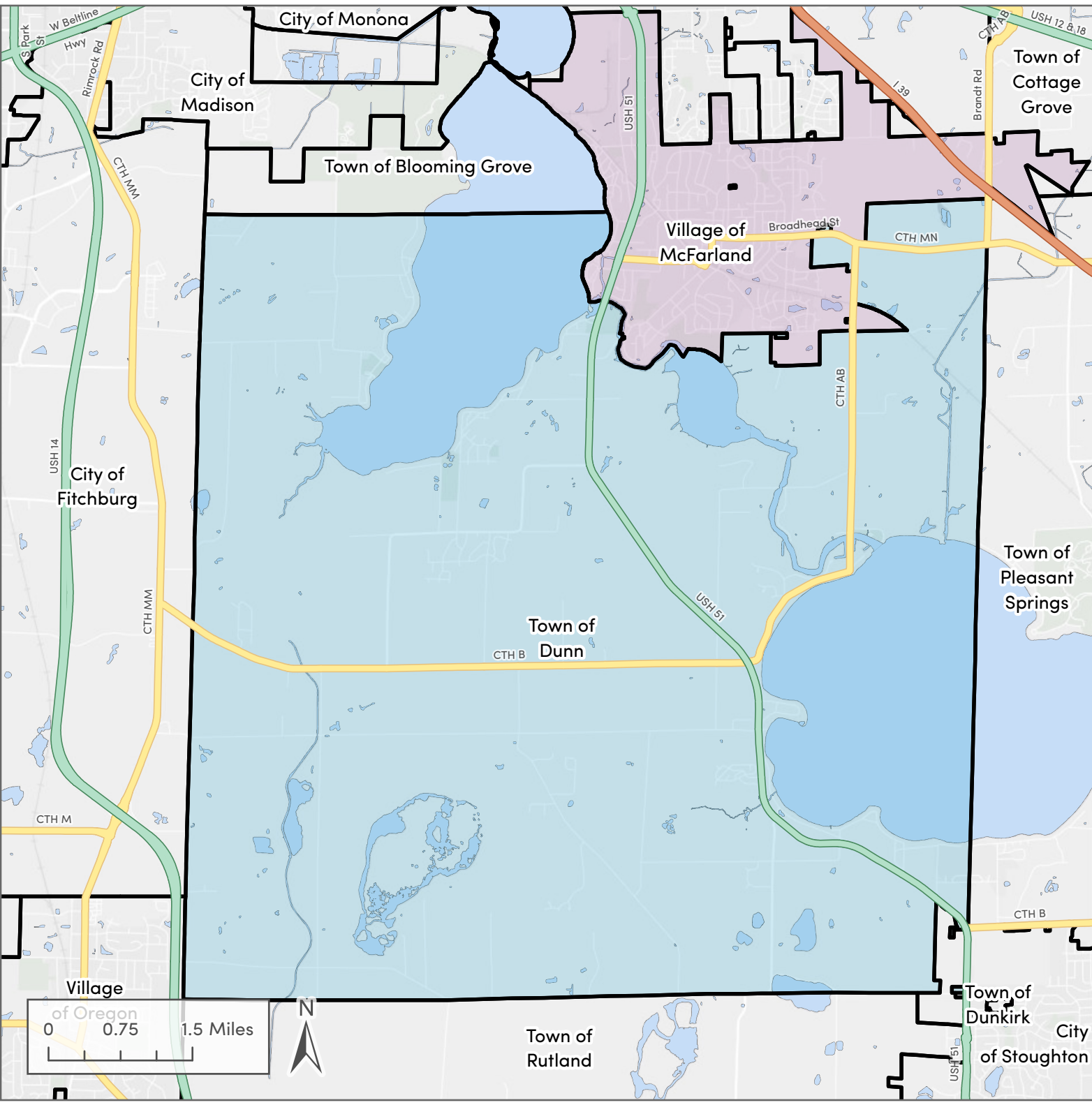
- Road Centerlines
- ▭ Municipal Boundaries
- ▭ Lakes and Ponds
- ▭ Sewer Service Area Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT C
LIST OF STATE AND COUNTY HIGHWAYS IN VILLAGE OF
MCFARLAND AND TOWN OF DUNN



A GREAT PLACE TO BE

Village of McFarland Town of Dunn State and County Highways

- Interstate Highway
- US Highway
- County Highway
- Municipal Boundaries
- Town of Dunn
- Village of McFarland
- Lakes and Ponds

Name	Highways
Village of McFarland	US Highway 51, Interstate 39, County Highway AB, County Highway MN, Broadhead Street, Exchange Street, Farwell Street, Main Street
Town of Dunn	US Highway 51, County Highway AB, County Highway MN, County Highway B

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

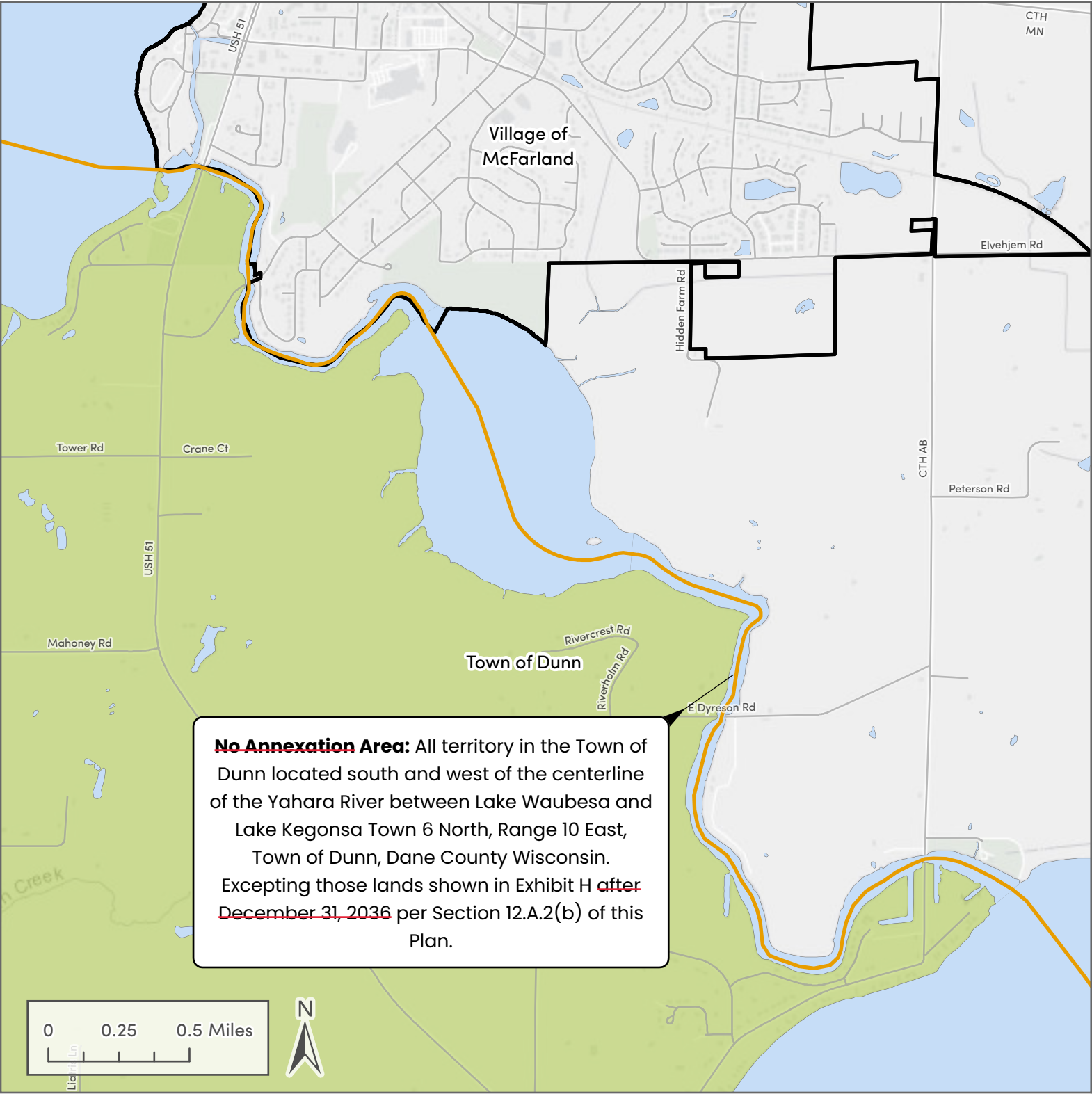
Date: 2025-01-28



EXHIBIT D
LEGAL DESCRIPTION OF PROTECTED
AREA

All territory in the Town of Dunn located south and west of the centerline of the Yahara River between Lake Waubesa and Lake Kegonsa Town 6 North, Range 10 East, Town of Dunn, Dane County Wisconsin. Excepting those lands shown in Exhibit H 10 years after the date the Department of Administration approves this Plan, after December 31, 2036 per Section 12.A.2(b) of this Plan.

EXHIBIT E
MAP OF PROTECTED AREA



**Village of McFarland
Town of Dunn
~~No Annexation~~
Area**

- Road Centerlines
- Yahara River Centerline
- ▭ Municipal Boundaries
- ~~No Annexation~~ Area
- Lakes and Ponds

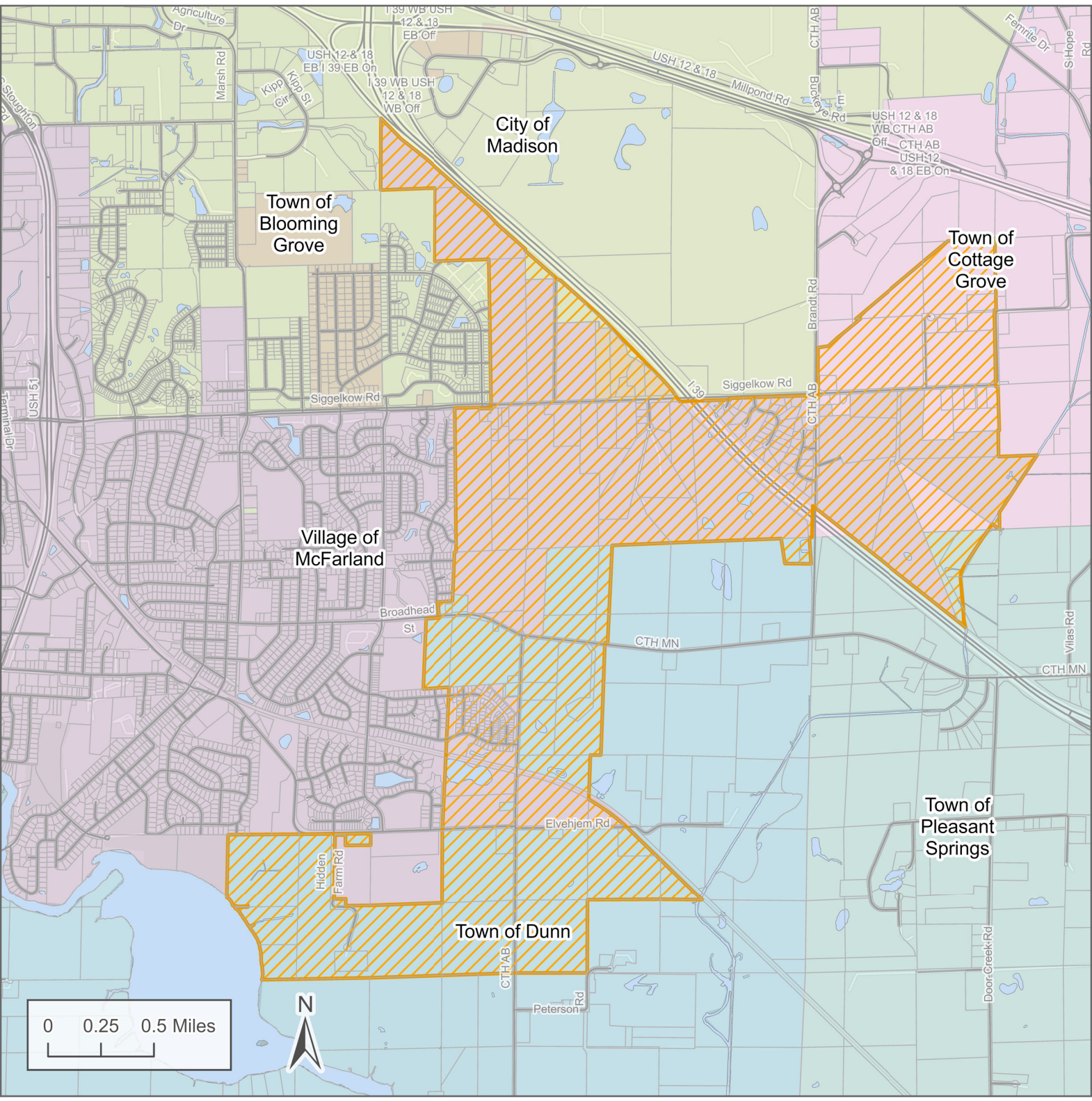
~~No Annexation~~ Area: All territory in the Town of Dunn located south and west of the centerline of the Yahara River between Lake Waubesa and Lake Kegonsa Town 6 North, Range 10 East, Town of Dunn, Dane County Wisconsin. Excepting those lands shown in Exhibit H ~~after December 31, 2036~~ per Section 12.A.2(b) of this Plan.

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT F
MAP OF VILLAGE'S EASTERN EXPANSION AREA



**Village of McFarland
Town of Dunn**

**Eastern Expansion
Area**

- Road Centerlines
- Parcels
- ▨ McFarland Eastern Expansion Area
- City of Madison
- Town of Blooming Grove
- Town of Cottage Grove
- Town of Dunn
- Town of Pleasant Springs
- Village of McFarland
- Lakes and Ponds

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 3/20/2025

EXHIBIT G

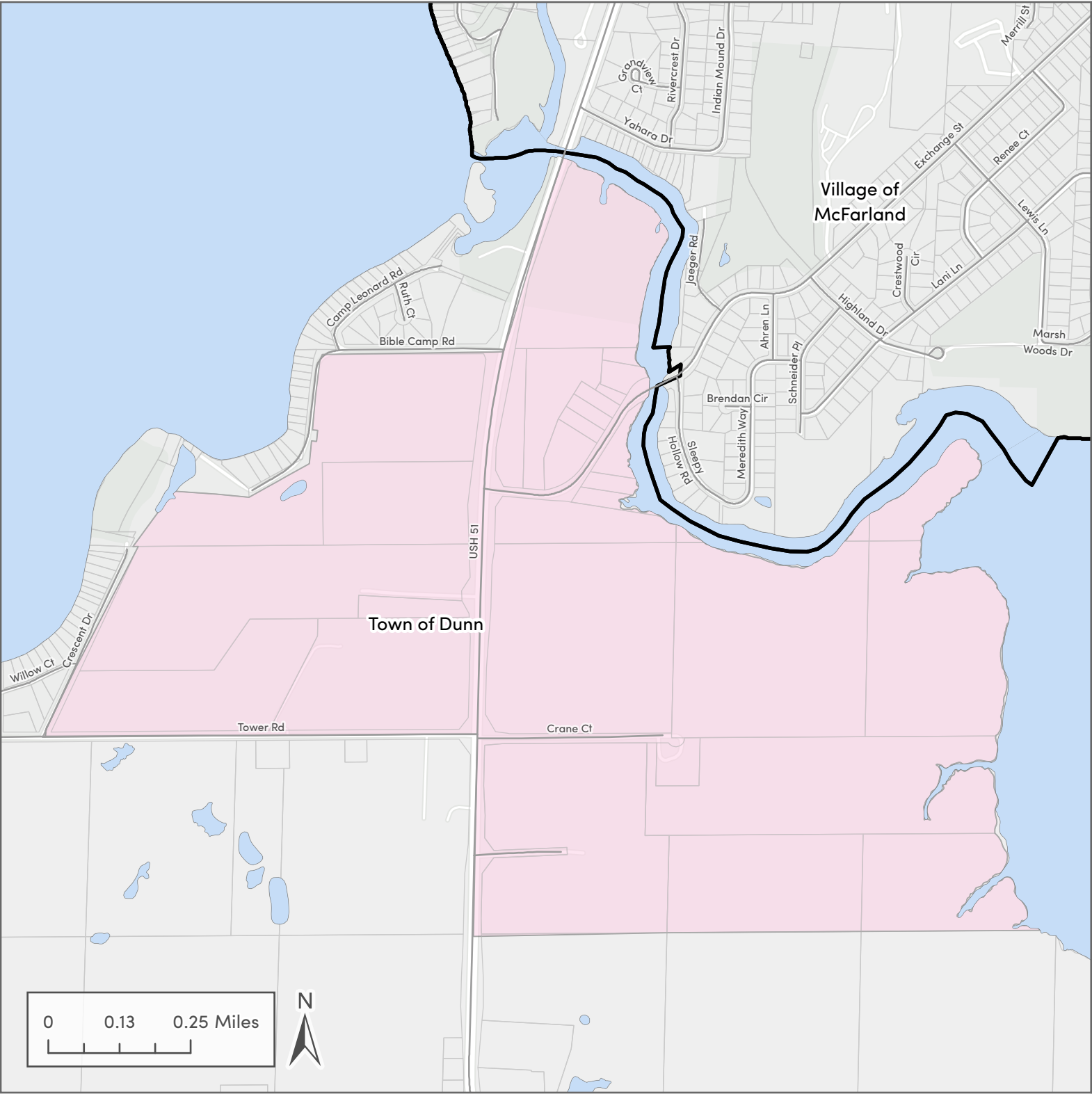
LEGAL DESCRIPTION OF FUTURE HWY 51 GROWTH AREA

A part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 3 lying southerly and westerly of the Yahara River; and also a part of the Northeast $\frac{1}{4}$ and a part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ all of Section 9; and also a part of the Northwest $\frac{1}{4}$ lying southerly and westerly of the Yahara River, a part of the west half of the Northeast $\frac{1}{4}$ lying southerly of the Yahara River and westerly of Mud Lake, the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, and a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying westerly of Mud Lake being within Section 10; all being within Township 6 North, Range 10 East in the Town of Dunn, Dane County, Wisconsin, more particularly described as follows:

Beginning at the East $\frac{1}{4}$ corner of said Section 9; thence North along the East line of the said Northeast $\frac{1}{4}$ of said Section 9, approximately 33 feet to the extended centerline of Tower Road; thence West 2,941.2 feet more or less along the centerline of Tower Road being 33 feet northerly of the South line of the said Northeast $\frac{1}{4}$ of said Section 9 to the centerline of Crescent Drive; thence northeasterly 1,469 feet along the centerline of Crescent Drive being a line 33 feet westerly of and parallel to the westerly line of CSM 3857 and CSM 3929 to a point on the South line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 9 and being the Southwest corner of Parcel C according to the Plat of Survey No. 95-0510 by Krizan dated 02/14/1995; thence northerly and easterly the following courses along the westerly and northerly lines of said Parcel C;

thence North $35^{\circ}49'23''$ East, a distance of 468.07 feet more or less;
 thence South $86^{\circ}27'51''$ East, a distance of 291.42 feet more or less;
 thence South $84^{\circ}57'51''$ East, a distance of 223.00 feet more or less;
 thence North $60^{\circ}14'38''$ East, a distance of 147.21 feet more or less;
 thence North $61^{\circ}29'56''$ East, a distance of 70.60 feet more or less;
 thence North $59^{\circ}43'29''$ East, a distance of 71.39 feet more or less;
 thence North $60^{\circ}51'25''$ East, a distance of 179.97 feet more or less;
 thence North $04^{\circ}47'09''$ East, a distance of 155.15 feet more or less;
 thence South $85^{\circ}12'51''$ East, a distance of 35.00 feet more or less;
 thence North $04^{\circ}47'09''$ East, a distance of 75.00 feet more or less;
 thence North $05^{\circ}12'51''$ West, a distance of 35.00 feet more or less;
 thence North $04^{\circ}47'09''$ East, a distance of 229.61 feet more or less;
 thence North $06^{\circ}32'30''$ East, a distance of 243.29 feet more or less;
 thence North $21^{\circ}55'46''$ East, a distance of 43.51 feet more or less;
 thence North $89^{\circ}18'00''$ East, a distance of 1,095.76 feet to the Northeast corner of said Parcel C; thence North $12^{\circ}50'42''$ East, a distance of 33.94 feet more or less to a point on the North line of the said Northeast $\frac{1}{4}$ of said Section 9; thence North $89^{\circ}18'00''$ East along the said North line, a distance of 19.14 feet more or less to the Northeast $\frac{1}{4}$ corner of said Section 9; thence North $89^{\circ}24'22''$ East along the South line of the Northwest $\frac{1}{4}$ of said Section 3, a distance of 119.53 feet more or less to the centerline of USH 51; thence northerly 1,365 feet more or less along the centerline of USH 51 to the southerly edge of the Yahara River; thence easterly and southerly along the southerly bank of the Yahara River to a point on the South line of the Southwest $\frac{1}{4}$ of said Section 3; thence continuing southerly and easterly along the southerly bank of the Yahara River and the westerly bank of Mud Lake to a point on the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 10; thence westerly 3,855 feet more or less along the South line of the said Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the South line of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 10 to the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 10; thence northerly 1,324 feet more or less along the West line of the said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10 to the Point of Beginning.

EXHIBIT H
MAP OF FUTURE HWY 51 GROWTH AREA



Village of McFarland
Town of Dunn
Highway 51
Growth Area

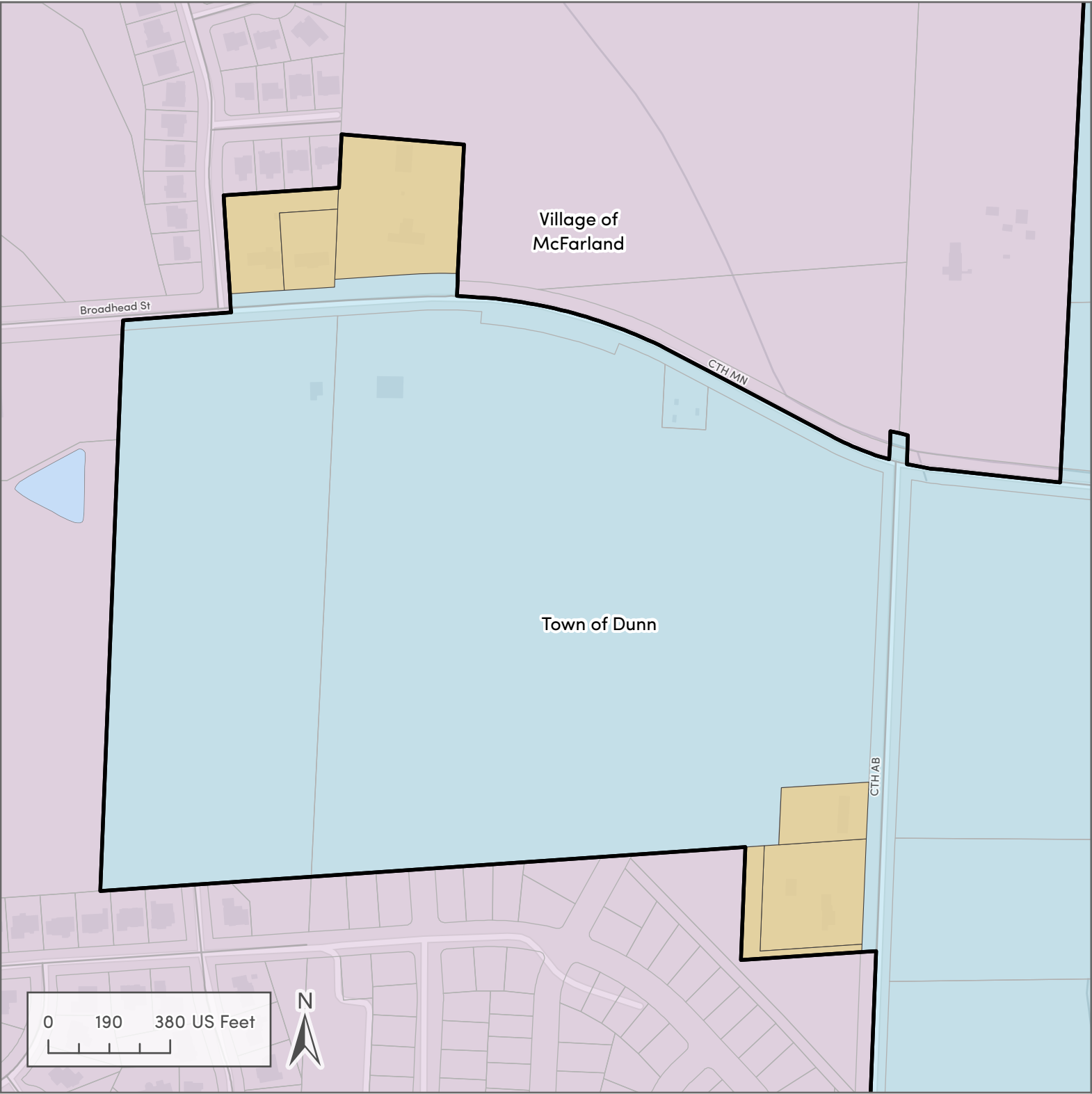
- Road Centerlines
- Parcels
- ▭ Municipal Boundaries
- ▭ US Highway 51 Growth Area
- ▭ Lakes and Ponds

Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT I
MAP OF POTENTIAL TOWN ISLAND AREAS



**Village of McFarland
Town of Dunn
Potential Town
Islands**

- Road Centerlines
- Parcels
- ▭ Municipal Boundaries
- ▭ Potential Town Islands
- ▭ Town of Dunn
- ▭ Village of McFarland
- ▭ Lakes and Ponds

Data sources: Esri, Dane County, CARPC,
Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 2025-01-28

EXHIBIT J
PARCEL 154/0610-102-8971-1 PARK LAND TRANSFER
LEGAL DESCRIPTION AND MAP

SEC 10-6-16 PRT NW1/4NW1/4 COM NE COR TH S 248 FT TH S77-30-00W 25.6 FT TO INTERS W LN RD & SLY LN STR & POB TH SWLY ALG SLY LN STR ON CRV TO R RAD 240.49FT L/C S77-30-00W 51.2 FT TO PT ON MNDR LN 30 FT M/L N77-30-00E FR E SHORE LN RIV TH S ALG SD MNDR LN 178.85 FT TO PT 13 FT M/L E FR SHORE LN TH E 50 FT TO W LN RD TH N ALG SD RD LN 189.95 FT TO POB INCL LANDS WLY OF MNDR LN BETW N & S LNS ABV DESC EXTD TO E SHORE RIV ALSO INCL LAND LYG 33 FT NLY FR ABV DESC TO CLN STR & ALL LYG 25 FT ELY OF ABV DESCR TO CLN RD EXC TO TOWN OF DUNN FOR HWY PURPS IN R6917/5 (0.078 ACRE) EXC ESMT TO WIS POWER & LIGHT CO IN R7457/78.

This property description is for tax purposes. It may be abbreviated. For the complete legal description please refer to the deed.

1904186

REGISTER'S OFFICE
DANE COUNTY, WIS. S.
RECORDED ON

William M. Millam A/K/A Willard M. Millam and Evelyn Millam, as joint tenants of an undivided 1/2 interest, and Emerson H. Krahmer and Ruth R. Krahmer, as joint tenants of the remaining 1/2 interest quit-claims to the Town of Dunn for the sum of one dollar and other good and valuable consideration.

1985 OCT 11 A10:30
VOL 7372 PAGE 85
Gerald E. Mahnke
Register of Deeds

the following described real estate in Dane County, State of Wisconsin: Part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10 T6N, R10E (Town of Dunn), Dane County, Wisconsin, which is more fully described as follows: Commencing at the NE corner of said NW $\frac{1}{4}$, NW $\frac{1}{4}$; thence S. along the E line of said quarter-quarter 248.0', thence S 77° 30' W, 25.6' to point of intersection of the W line of Sleepy Hollow Road with the Sly line of Exchange Street and point of beginning of this description; thence SWly along said Sly line of Exchange Street, on a curve to the right, the long Chord of which bears S 77° 30'W for a distance of 51.2' to a point, on a meander line, which is 30' more, or less, N 77° 30'E from the E shoreline of the Yahara River; thence S, along said meander line, 178.85' to a point which is 13', more or less, E from said shoreline; thence E 50.0' to the W line of Sleepy Hollow Road; thence N, along W line of road, 189.95' to the point of beginning. Also including all land lying Wly of the meander line and between the N and S lines of the above-described parcel extended to the E shoreline of the Yahara River but excluding all of the Yahara River which lies E of said meander line. Also including all land lying 33' Nly from the above-described parcel to the center line of Exchange Street and all land lying 25' Ely from the above-described parcel to the center line of Sleepy Hollow Road, said land now being used for highway purposes.

RETURN TO Town of Dunn
4156 CTH B
McFarland, Wi. 53558

Tax Key No.

This deed is given to correct the description used in a former deed between the parties hereto dated the 10th day of June 1985 and recorded in the Register of Deeds for Dane County Wisconsin on the 20th day of June 1985 in Volume 6917 of Deeds, Page 9, as Document No. 1884832.

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

FEE

2
EXEMPT

Dated this 5th day of October, 1985.

Willard M. Millam (SEAL)

• Willard M. Millam

Evelyn Millam (SEAL)

• Evelyn Millam

Emerson H. Krahmer (SEAL)

• Emerson H. Krahmer

Ruth R. Krahmer (SEAL)

• Ruth R. Krahmer

AUTHENTICATION

Signatures authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Daniel W. Stolper

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

The use of witnesses is optional.

ACKNOWLEDGMENT

STATE OF WISCONSIN

Dane County.

Personally came before me, this 5th day of October, 1985 the above named

Willard M. Millam
Evelyn Millam
Emerson H. Krahmer
Ruth R. Krahmer

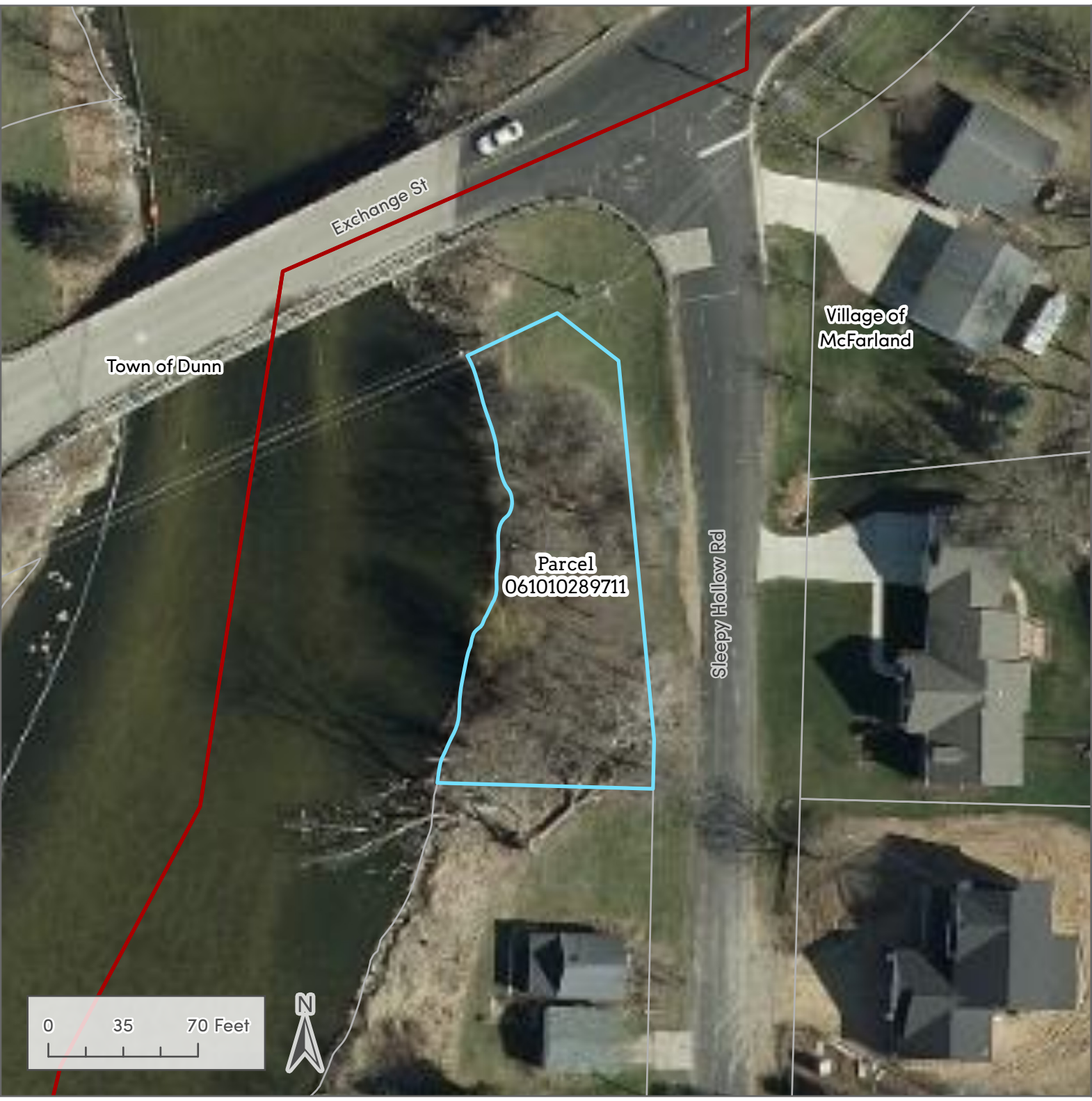
to me known to be the persons _____ who executed the foregoing instrument and acknowledge the same.

Dean Anderson
Notary Public _____ County, Wis.
My Commission is permanent. (If not, state expiration date: May 31, 1987.)

Furnished by: **PREFERRED TITLE SERVICE, INC.**
25 WEST MAIN STREET
MADISON, WISCONSIN 53703



ABSTRACTS • TITLE INSURANCE • ESCROWS



**Village of McFarland
Town of Dunn
Park Land
Transfer**

-  Parcel 0610-102-8971-1
-  Parcels
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT K
MAP OF USH 51
SIDEWALK/TRAIL/PATH

Construction date: 2026-2028.



Village of McFarland
Town of Dunn
US Highway 51
Proposed Path

-  US Highway 51
-  Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

Construction date:
2026 - 2028

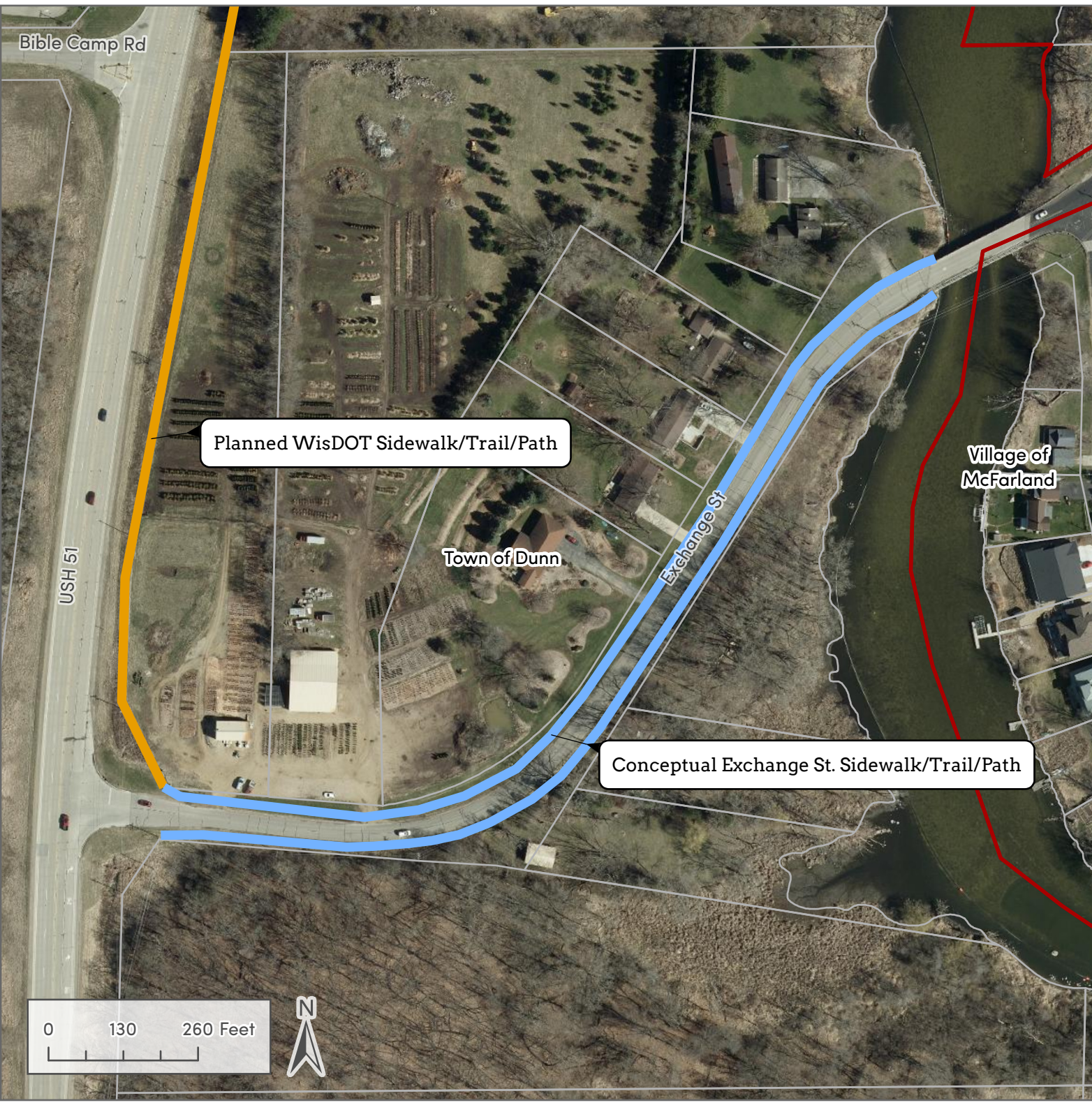
Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT L
MAP OF EXCHANGE STREET
SIDEWALK/TRAIL/PATH

Construction date: Unknown, to be determined. Requires additional engineering design and Village Board approval.



Village of McFarland
Town of Dunn
Exchange Street
Proposed Path

- Exchange Street
Sidewalk/Trail/Path
- US Highway 51
Sidewalk/Trail/Path
- Parcels
- Municipal Boundaries

Construction date:
Unknown / to be determined.
Requires additional
engineering design and
Village Board approval.

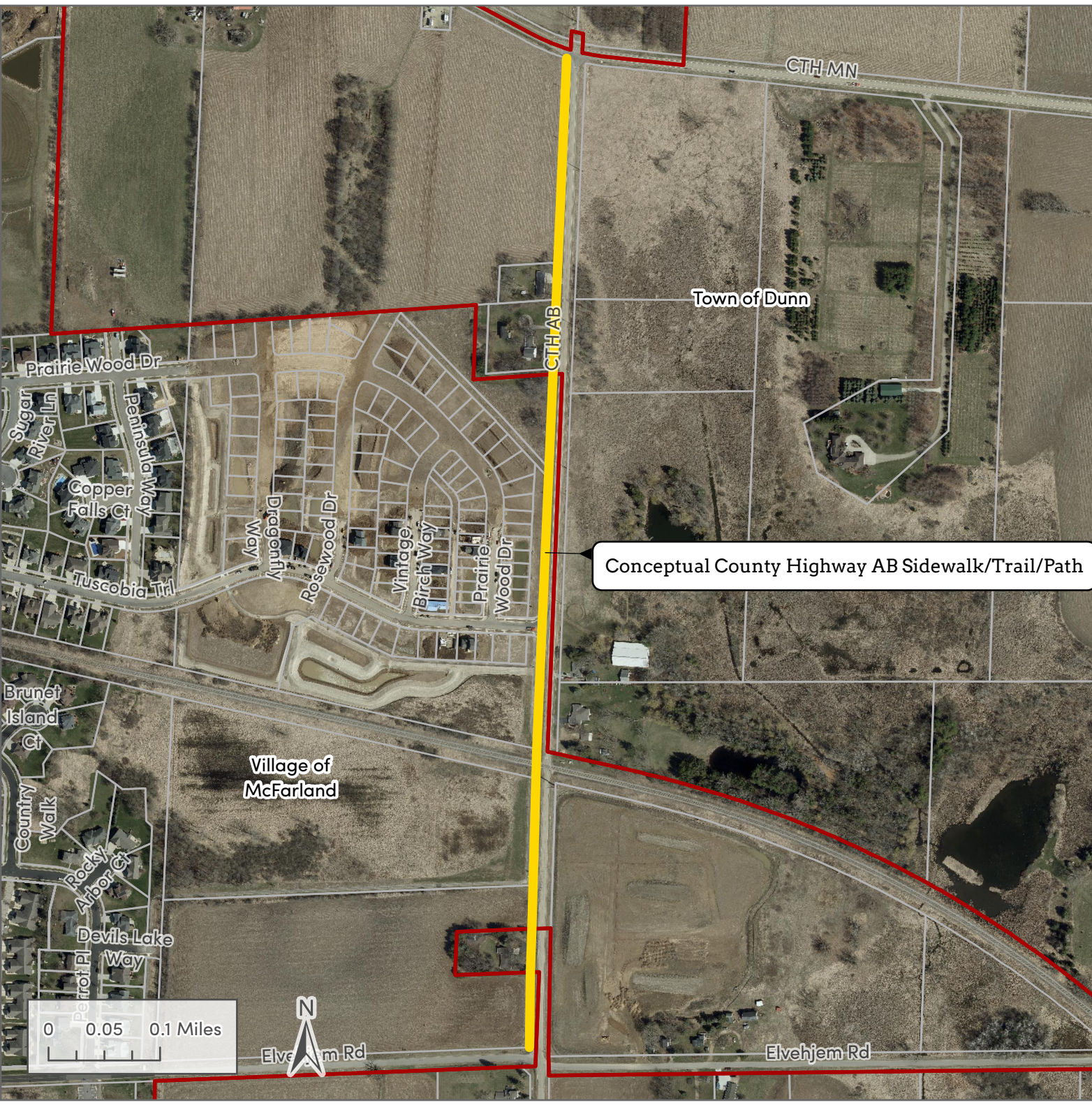
Data sources: Esri, Dane County, CARPC,
WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 2025-01-28

EXHIBIT M
MAP OF CTH AB
SIDEWALK/TRAIL/PATH

Construction date: Unknown, to be determined. Requires additional engineering design and Village Board approval.



A GREAT PLACE TO BE

**Village of McFarland
Town of Dunn
County Highway
AB Proposed Path**

-  County Highway AB Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

Construction date:
Unknown / to be determined.
Requires additional
engineering design and
Village Board approval.

Data sources: Esri, Dane County, CARPC,
WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may
contain errors due to the dynamic nature of source data.
For general reference purposes only.

Date: 2025-01-28

EXHIBIT N
MAP OF CTH MN
SIDEWALK/TRAIL/PATH

Construction date: Unknown, to be determined. Requires additional engineering design and Village Board approval.



A GREAT PLACE TO BE

**Village of McFarland
Town of Dunn
County Highway
MN Proposed Path**

-  County Highway MN Sidewalk/Trail/Path
-  County Highway AB Sidewalk/Trail/Path
-  Parcels
-  Municipal Boundaries

Construction date:
Unknown / to be determined.
Requires additional engineering design and Village Board approval.

Data sources: Esri, Dane County, CARPC, WisDOT, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

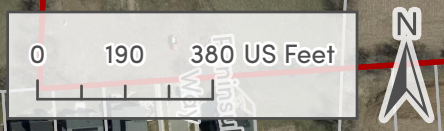


EXHIBIT O
MAP OF HIDDEN FARM ROAD



Village of McFarland
Town of Dunn
Hidden Farm Road
Maintenance

-  Town of Dunn Maintenance Segment
-  Village of McFarland Maintenance Segment
-  Parcels
-  Municipal Boundaries

Data sources: Esri, Dane County, CARPC, Village of McFarland, Town of Dunn

Map information is believed to be accurate but may contain errors due to the dynamic nature of source data. For general reference purposes only.

Date: 2025-01-28

EXHIBIT P
VILLAGE RESOLUTION AUTHORIZING THE PLAN

RESOLUTION 2025-14
TO APPROVE A COOPERATIVE PLAN BETWEEN TOWN OF DUNN AND
VILLAGE OF MCFARLAND

WHEREAS, the Town of Dunn, Dane County, Wisconsin ("the Town"), shares a common boundary with the Village of McFarland, Dane County, Wisconsin ("the Village"); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village to best promote the public health, safety, prosperity, general welfare, as well as efficiency and economy in the process of land use planning and development; and

WHEREAS, the Village Board has determined that the best interests of the Village will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland; and

WHEREAS, on January 29, 2025, the Town Board and Village Board each approved Resolution 2025-03, a resolution authorizing the participation in the preparation of a Cooperative Plan; and

WHEREAS, on April 16, 2025, the Town and Village jointly held a public information meeting regarding the proposed Cooperative Plan; and

WHEREAS, on April 29, 2025, the Town Board and Village Board jointly held a public hearing on the proposed Cooperative Plan preceded by a Class 3 notice; and

WHEREAS, the Village Board did not receive a petition requiring a super-majority vote on this Resolution as provided under s 66.0307(4)(d)2 Wis. Stat.

WHEREAS, the Village Board finds the terms of the Cooperative Plan, attached hereto as Exhibit A, will promote the public interest;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of McFarland that the Cooperative Plan, attached hereto as Exhibit A, is approved pursuant to final approval by the State of Wisconsin Department of Administration as provided under s 66.0307(5) Wis. Stat.

BE IT FURTHER RESOLVED that the Cooperative Plan shall be transmitted to the State of Wisconsin Department of Administration as specified by s 66.0307 Wis. Stat.

Adopted this 12th day of June, 2025.

APPROVED:

Stephanie Brassington
Village President

ATTEST:

Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION 2025-14	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL	
VOTING RECORD	
Annen –	Boyd –
Brassington –	Fessler –
Leamy –	Peña –
Prill –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

EXHIBIT Q
TOWN RESOLUTION AUTHORIZING THE PLAN

RESOLUTION 2025-09
TO APPROVE A COOPERATIVE PLAN BETWEEN TOWN OF DUNN AND
VILLAGE OF MCFARLAND

WHEREAS, the Town of Dunn, Dane County, Wisconsin ("the Town"), shares a common boundary with the Village of McFarland, Dane County, Wisconsin ("the Village"); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village to best promote the public health, safety, prosperity, general welfare, as well as efficiency and economy in the process of land use planning and development; and

WHEREAS, the Town Board has determined that the best interests of the Town will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland; and

WHEREAS, on January 29, 2025, the Town Board and Village Board each approved Resolution 2025-03, a resolution authorizing the participation in the preparation of a Cooperative Plan; and

WHEREAS, on April 16, 2025, the Town and Village jointly held a public information meeting regarding the proposed Cooperative Plan; and

WHEREAS, on April 29, 2025, the Town Board and Village Board jointly held a public hearing on the proposed Cooperative Plan preceded by a Class 3 notice; and

WHEREAS, the Town Board did not receive a petition requiring a super-majority vote on this Resolution as provided under s 66.0307(4)(d)2 Wis. Stat.

WHEREAS, the Town Board finds the terms of the Cooperative Plan, attached hereto as Exhibit A, will promote the public interest;

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Dunn that the Cooperative Plan, attached hereto as Exhibit A, is approved pursuant to final approval by the State of Wisconsin Department of Administration as provided under s 66.0307(5) Wis. Stat.

BE IT FURTHER RESOLVED that the Cooperative Plan shall be transmitted to the State of Wisconsin Department of Administration as specified by s 66.0307 Wis. Stat.

Adopted this 12th day of June, 2025

APPROVED:

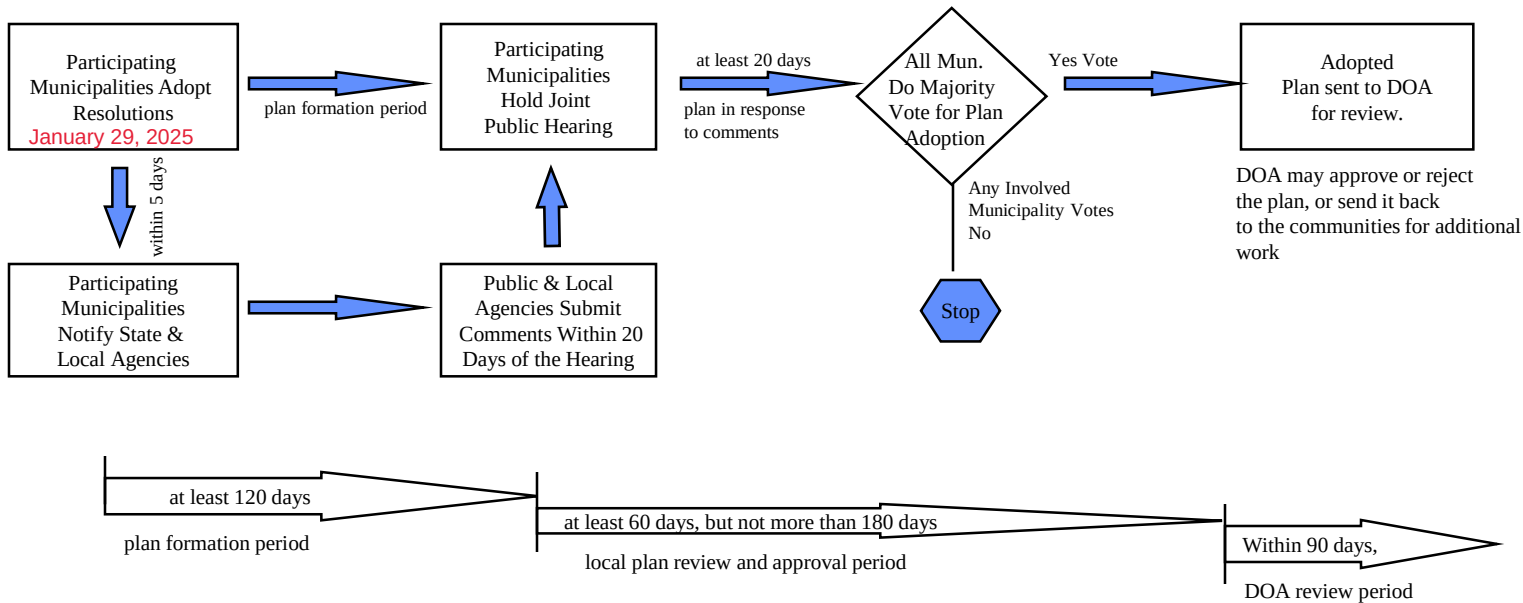
Steven Greb
Town Chair

ATTEST:

Cathy Hasslinger
Town of Dunn Clerk Treasurer/Business Manager

Cooperative Boundary Plan Process

Section 66.0307 Wis. Stats.



NOTE:

To keep this flow chart simple, a number of procedures were not included that are nonetheless authorized by s. 66.0307 Wis.Stats. These include residents petitioning for an advisory referendum, residents petitioning for the plan be adopted by a super-majority vote of the governing body, the possibility of a public hearing by DOA, and the possibility that DOA sends the plan back to the communities with comments on additional work that is needed for approval.

<http://doa.wi.gov/municipalboundaryreview>

Cooperative Boundary Plan Factsheet

Cooperative boundary plans are authorized under [s. 66.0307, Wis.Stats.](#), and are the most thorough and complete method for developing boundary plans in Wisconsin. They are a valuable tool for local communities and a welcome alternative to protracted conflicts and litigation over municipal boundary and land use issues.

Cooperative Boundary Plans feature:

- ▶ Broad notice to area residents and jurisdictions.
- ▶ A public hearing and comment period.
- ▶ Possible referendum. Residents may petition for an advisory referendum on the plan.
- ▶ A jointly developed cooperative plan for the territory that is consistent with each community's comprehensive plan and that may address future streets, sidewalks and trails, layout of neighborhoods, design standards, zoning, and public facilities such as parks, municipal buildings, stormwater management, and utilities.
- ▶ Review by the Department of Administration. The Department may approve, deny, or recommend changes. The Department also defends the plan against appeal.

TIP: For more information, see the Department of Administration's Cooperative Boundary Plan website at:

<http://doa.wi.gov/MunicipalBoundaryReview>



Benefits to Cooperative Boundary Plans:

Cooperative – while annexation and incorporation tend to pit neighboring communities against one another, boundary plans provide a chance to focus on shared values, points of agreement, and solutions that can benefit everyone.

Proactive – while annexation and incorporation put area communities in a reactive mode, cooperative boundary plans enable communities to proactively guide their future.

Flexibility – while statutory boundary change mechanisms such as annexation are rigid in their scope and process, cooperative boundary plans provide communities with tremendous flexibility. Communities may determine the issues to be resolved, the size of plan area, whether municipal boundaries will change or not change over time, the duration of the plan, what services will be provided and by whom, the timing and financing of capital improvements, and how the area will be regulated and by whom. Communities have the discretion to creatively craft their own solutions to their issues.

Certainty – while annexations, consolidations, and incorporations are unpredictable, cooperative boundary plans put communities in charge of their future. This certainty also benefits landowners, developers, businesses, and other community stakeholders.

Broad participation – the public notice, public hearing, public comment, and advisory referendum features of the cooperative boundary plan process ensure that a wide range of affected residents and stakeholder groups participates in developing the plan. Because they helped create it, these participants are more likely to support the plan's adoption and implementation.

Save money \$\$\$ – a cooperative boundary plan can save money by avoiding costly litigation. Also, the plan can identify service sharing opportunities and avoid costly duplication of services and capital facilities. Finally, towns with an adopted cooperative boundary plan are authorized to utilize TIF districts.

Long term – cooperative boundary plans must be a minimum of 10 years' duration, but are usually considerably longer. They allow for a much longer duration than the 10 year maximum permitted by boundary agreements entered into under [s. 66.0301 Wis. Stats.](#) – Wisconsin's general intergovernmental agreement statute.

Enforceable – cooperative boundary plans safeguard community and landowner interests by providing a written contract that is approved by the state. The state is also responsible for defending the plan against appeal.

State & regional issues are addressed up front – state agencies, regional planning commissions, and counties are required to review and comment on proposed cooperative boundary plans. This provides a great opportunity to coordinate state and regional plans, projects, and programs with local community activities and desires. For example, it helps to ensure that the state and regional permits and approvals necessary for development will be available when needed.





June 12, 2025

To: Village of McFarland Board and Town of Dunn Board officials
From: Friends of Lake Kegonsa (FOLKS) Board of Directors

I am writing to you on behalf of the Friends of Lake Kegonsa Society (FOLKS) Board of Directors. FOLKS is a non-profit lake association established in 1988 whose mission is "To protect and enhance the environmental and recreational values of Lake Kegonsa and its surroundings." The organization currently has approximately 384 households and business members, or about 750 people. Most, but not all, are Lake Kegonsa residents.

We are writing regarding the proposed Boundary Agreement that has been negotiated between McFarland and the Town of Dunn and is being considered for approval and adoption. We encourage the two government bodies to enter into a new Boundary Agreement that is mutually beneficial to both communities and its residents. We consider McFarland a good neighbor to Dunn and appreciate your time and dedication as community leaders and your service to your communities toward what is best for all.

In our view, one of the primary considerations should be the protection of the watershed from the Waubesa wetlands, Lower Mud Lake Natural Resource Area, and Yahara River all of which eventually drain into Lake Kegonsa. Residential, commercial or industrial development will result in a significant loss of natural areas. That will result in significant increases in pollution and undesirable water run-off from impervious surfaces such as buildings, parking lots, sidewalks, streets, roads, and other surfaces that do not absorb and filter water like the wetlands do. This is a real threat to the wetlands, river, and lakes which should be avoided. These areas provide wildlife and vegetative habitat. In addition, we understand that Native American burial mounds and similar historical sites have been identified in this area which should be respected. Thus, development south of the Yahara River is a detrimental plan and should not occur.

There seems to be overwhelming agreement by people in both McFarland and Dunn that the waterways in our communities are extremely valuable and irreplaceable resources that need to be protected. They add to the quality-of-life and attractiveness as a place where people want to live - McFarland, Dunn, and surrounding communities. The river and lakes and their surroundings are not just enjoyed by residents who live on their shores, but by many others who visit and use them for fishing, wildlife viewing, boating, skiing, tubing, kayaking, canoeing, parasailing, biking, hiking, and more activities. The river and lakes are truly public resources and a major draw to people in our communities. They make us unique and need to be protected.

Not only do the lakes, wetlands, and river have quality-of-life value for citizens of our communities, they provide tangible economic benefits to McFarland and Dunn and surrounding communities. A major study commissioned by Clean Lakes Alliance in partnership with a team of economists and other experts dealing with the economic impact of the Yahara Chain of Lakes to the area was recently published. As stated in that report, "This study was commissioned by Clean Lakes Alliance to estimate the economic impact of the Yahara chain of lakes (Mendota, Monona, Wingra, Waubesa and Kegonsa) to the regional economy. Understanding how the lakes contribute to regional economic health is one of many important factors that can influence project-funding and policymaking decisions to improve water quality." The major conclusion of the report is that "the lakes are a true driving force in our local economy" and their economic impact is "eye-popping." Economic impact factors studied included property values, water quality, business impact, local sales taxes, and property taxes. In total, this generates hundreds of millions of dollars of actual tangible value. While we recognize that these amounts are for the greater metropolitan area, both McFarland and Dunn and their residents receive direct economic financial value from those sources as well. In planning for economic and community development, this document should be a valuable

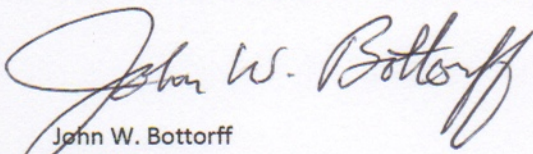
planning resource for elected village and town officials and professional staff.
<https://www.cleanlakesalliance.org/?s=economic+study>

Under the existing boundary agreement, the Village's decision not to cross and develop south of the Yahara River in this environmentally sensitive area has been wise. FOLKS believes that development in the area south of the Yahara River is not desirable and should be avoided. This is especially true when McFarland has current plans and activities underway involving development to the east. To cooperate with McFarland's development plans to the east, the Town of Dunn has taken steps under the current agreement and offered concessions in the proposed agreement to avoid conservation easements and has made concessions related to "property islands" in that area. We encourage McFarland to focus on the development area to the east and for Dunn to continue with its actions to cooperate.

As you know, McFarland and Town of Dunn cooperated in reaching a boundary agreement 20 years ago which expires at the end of 2025. We are hopeful and encourage government representatives to reach a new agreement in the same spirit of cooperation, good faith, and mutual benefit. It is best if both communities coordinate their plans for the long term. The 10-year period for the area south of the Yahara River and the 20-year term for the boundary agreement overall seem reasonable. That time will provide both communities an opportunity to study, discuss, and develop plans with the same cooperation that has existed for years. Factors such as public utilities, major infrastructure, engineering, construction, logistics, streets, roadways, traffic control and other similar challenges and costs are complicated and will take time to study and develop for the area south of the river with its many complexities. These decisions should not be made hastily or in the face of undo pressure. If McFarland develops south of the Yahara River, many of those extensive costs will be borne by McFarland taxpayers. This seems unnecessary especially in light of the eastern development plan as an alternative.

Finally, since these development activities would involve annexation by McFarland of properties currently in Dunn, providing time to listen and consider the desires and plans of property owners south of the Yahara River is important. For annexation to occur, properties must be directly adjacent to the boundary and would require contiguous property owners to agree to annexation. So, viewpoints of property owners and citizens would be required and are extremely important for any development plan moving into another governmental jurisdiction to be accepted, approved, and successful. Time will help to determine what property owners may, or may not, want to do. There may be alternative development possibilities for the area south of the Yahara River that might be acceptable to both McFarland and Dunn. It is best to use the time in the new Boundary Agreement to study and pursue those possibilities. This can be done in a cooperative manner so that both communities can fully consider what is best for all parties. In short, time is needed to determine what is best for property owners, citizens, and local governments.

In conclusion, FOLKS respectfully requests that the Village of McFarland and the Town of Dunn approve and adopt the proposed new Boundary Agreement that provides for a 10-year period south of the Yahara River and a 20-year term overall. Thank you for considering our views. Best wishes in this important decision.



John W. Bottorff
President
Friends of Lake Kegonsa Society (FOLKS)

cc: Town of Dunn Clerk & Business Manager
Village of McFarland Administrator

From: [Stuart Herro](#)
To: [Matt Schuenke](#); [Andrew Bremer](#)
Cc: [Stephanie Brassington](#)
Subject: Correction to proposed Boundary Agreement
Date: Thursday, June 12, 2025 12:24:49 AM

Matt and Andrew,

A few minutes ago, I sent you the below message, but I didn't receive the blind copy I had requested and I don't see it in my Sent file. So, I am re-sending it and apologize if this is a duplicate.

Wednesday night I sent essentially this message to Stephanie Brassington and she encouraged me to send it to you.

Thank you for listening to my concerns about the proposed Boundary Agreement. I believe the Village is giving up some rights it may regret in the future. At your suggestion I did listen in on the special meeting of the Village Board last week, but I might not have properly registered or signed in. I was a bit confused about the technical details.

In any event, I want to point out a correction that I believe needs to be made.

Off the southern end of Bible Camp Road, our family has a small parcel with 100 feet of frontage on Lake Waubesa. It is titled in Wingra Park Trust and I am the Trustee.

On the map of the Future HWY 51 Growth Area (Exhibit H of the proposed Boundary Agreement), the Wingra Park Trust parcel is shown as being outside of the Future Growth Area. I think it should be included in the future Growth Area for at least two reasons:

1. Referring to the Future HWY 51 Growth Area in the Summary Sheet prepared for the Village Board's June 4, 2025 meeting, the author, presumably Andrew Bremer, states in the section entitled "Expansion to the South": "Existing improved residential properties within this area would not be included."

The Wingra Park Trust parcel is NOT an improved residential property. The parcel is burdened with a permanent easement allowing the public to cross over the parcel. In addition, most of the parcel is very low and some is under water. It is unlikely that any house will ever be built on it. Therefore, the property does NOT qualify as an "existing improved residential property".

Since it doesn't meet the criteria for exclusion, the Wingra Park Trust should be included in the HWY 51 Growth Area.

2. In addition, the parcel standing alone doesn't have a lot of value. But, if some or all of the remaining Herro parcels were ever annexed for development, the access to Lake Waubesa provided by the Wingra Park Trust parcel could add considerably to the value of the other parcels. In such a situation, I would think the Village would want to have the Wingra Park

Trust parcel within its jurisdiction and part of its tax base.

These are the two main reasons I believe the Wingra Park Trust parcel off the southern end of Bible Camp Road should be included within the Future HWY 51 Growth Area.

Please make the correction.

If you have any questions, please call me at (608) 215-7296. I will be out of town Thursday and Friday and probably not able to take your call right away. Please leave a message and I will return your call as soon as I can, presumably the same day.

Thank you,

Stuart

June 11, 2025

Dear Village of McFarland Board and Town of Dunn Board,

Thank you for the mailer dated June 2, 2025, titled "*Village of McFarland Eyes Expansion South of the Yahara River.*" Several of us residing on Exchange Street west of the Yahara River are newly aware of the proposed annexation. We regret not understanding this earlier and not attending public hearings if such were conducted and we were unaware of.

As we understand it, a vote on the annexation of Town of Dunn parcels—including our homes—is scheduled for June 12, 2025. We wish to formally register our opposition to this annexation.

We have several unanswered questions and concerns:

- **Wetland Conservation:** How will the ecological integrity of wetlands be preserved?
- **Cultural Heritage:** How will known cultural heritage sites be protected without public disclosure? Has the Ho-Chunk Nation been consulted regarding the stewardship of these sites and the implications of stewardship if annexation occurs?
- **Business Development:** If businesses are introduced along the Highway 51 corridor, will they be low-impact, community-oriented enterprises like Vitruvian Farms? Or will the area be open to high-traffic operations such as Amazon warehouses or heavy industry?
- **Traffic and Infrastructure:** Will businesses with significant traffic impact be permitted? What plans exist to manage increased traffic flow?
- **Property Taxes:** Will annexation result in higher property taxes? If so, by how much? Many of us have made substantial investments in our properties—why is there sudden interest in this corridor now?
- **Utilities:** Will residents be required to pay for municipal sewer and water services we do not now need?
- **Municipal Services:** Does the Village of McFarland have the capacity to provide essential services such as a water tower, sewer, EMS, fire, police coverage and other municipal services?

We are also concerned about the broader implications of this annexation. Is this the legacy both of the Boards wish to leave—moving forward without fully addressing the natural and cultural significance of this area, or without clear restrictions on types of businesses?

Given these unresolved issues, we respectfully request that you either:

1. Exclude our street from the annexation (creating an "island"), or
2. Delay the vote to allow residents of Exchange Street to gather, discuss, and submit informed comments for your consideration.

Sincerely,

Tammy Rayfield, 2879 Exchange Street



June 11, 2025

Wayne Rayfield 2879 Exchange Street



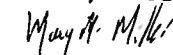
JUNE 11 2025

Kent Miller 2883 Exchange Street



June 12, 2025

Mary Miller 2883 Exchange Street



June 12, 2025

Tim Bartholow, 2887 Exchange Street



June 11, 2025

Shawna Bertalot, 2887 Exchange Street



June 11, 2025

Kim Henes 2875 Exchange Street



June 11, 2025

Bret Henes 2875 Exchange Street



June 12, 2025

McFarland
SUMMARY SHEET

MEETING DATE: Thursday, June 12, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on Village Board Resolution 2025-13, a resolution ratifying and approving a purchase agreement for parcel 061010289711 located on Sleepy Hollow Road, McFarland, WI. (Village Board action only)

PREVIOUS ACTION:

ISSUE SUMMARY:

Included in the packet is Resolution 2025-13 approving the purchase of the Town parcel at the corner of Sleepy Hollow Road and Exchange Street as contemplated in the proposed Cooperative Plan, Section 12.G and Exhibit J. The purchase price is \$1.00, with the buyer paying for applicable title and closing expenses. The offer to purchase is contingent on approval of the Cooperative Plan by the Village, Town and Wisconsin Department of Administration. The closing date is October 31, 2025, to allow the DOA the required time to review and approve the Cooperative Plan.

FINANCIAL/BUDGET IMPACT:

Funding for the acquisition and closing expenses can be provided through the Village's parkland impact fee account.

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to approve Resolution 2025-13, a resolution ratifying and approving a purchase agreement for parcel 061010289711 located on Sleepy Hollow Road, McFarland, WI.

ATTACHMENTS:

1. 2025-13 (McFarland) Ratifying Purchase Agreement for Parcel 061010289711
2. Exhibit A Vacant Land Offer to Purchase - Dunn Park site

**RESOLUTION 2025-
13**

**A RESOLUTION RATIFYING AND APPROVING A PURCHASE AGREEMENT FOR
PARCEL 061010289711 LOCATED ON SLEEPY HOLLOW ROAD, MCFARLAND, WI.**

WHEREAS, the Town of Dunn, Dane County, Wisconsin ("the Town"), owns parcel 061010289711 ("the Property") located within the Village of McFarland, Dane County, Wisconsin ("the Village"); and

WHEREAS, through participation in a separate Cooperative Plan agreement under s 66.0307 Wis. Stat. the Town has offered the Property for sale directly to the Village; and

WHEREAS, the Town and Village have negotiated an agreement for the purchase by the Village of the Property on the terms of the proposed transaction as reflected in the purchase agreement attached hereto as Exhibit A; and

WHEREAS, the Village Board finds the terms of the proposed agreement to be fair and reasonable and has determined that the purchase of the Property on said terms will promote the public interest;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Village Administrator is authorized to take such actions as may be necessary to carry out the agreement, including the authority to execute inspections, testing, surveying, deeds, notices, procedural amendments, waivers, closing statements and similar documents as may be appropriate in completing the transaction contemplated thereby.

Adopted this 12th day of June, 2025.

APPROVED:

Stephanie Brassington
Village President

ATTEST:

Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION 2025-13	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Annen –	Boyd –
Brassington –	Fessler –
Leamy –	Peña –
Prill –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ May 28, 2025 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Village of McFarland a Wisconsin municipal corporation
4 _____, offers to purchase the Property
5 known as [Street Address] Tax Parcel 154/0610-102-8971-1 more particularly described in Addendum A
6 in the Village _____ of McFarland _____, County of Dane _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** One and 00/100
9 _____ Dollars (\$ 1.00).
10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None.
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: R-1B Single Family Residence.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before June 12, 2025. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Cathy Hasslinger
41 Buyer's recipient for delivery (optional): Andrew Bremer
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 4156 County Road B, McFarland, WI 53558
50 Delivery address for Buyer: 5915 Milwaukee Street PO Box 110 McFarland, WI 53558
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): chasslinger@townofdunnwi.gov
56 E-Mail address for Buyer (optional): andrew.bremer@mcfarland.wi.gov
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated See Addendum A, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and None other.

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than October 31, 2025

at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none other.

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

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

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

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

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

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

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

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. ~~The terms of the (written) (oral) STRIKE ONE lease(s), if any, are~~ Seller warrants that the property is not subject to any lease rights

. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.

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

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
- 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
- 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
- 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
- 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
- 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
- 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
- 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
- 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
- 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

200
201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
 307 _____
 308 _____
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
 327 ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
 328 ☐ other: _____

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
 330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: _____
 337 _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____;
 341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
 342 ☐ telephone _____; ☐ cable _____; ☐ other _____

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
 347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
 348 occupancy permit; ☐ other _____ CHECK ALL THAT APPLY, and delivering
 349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
 354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and: _____

357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: none

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other.

424

425

426

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller shall pay all~~
431 ~~costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) **STRIKE**
433 **ONE** (~~"Seller's" if neither stricken~~) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 ~~This Offer was drafted by [Licensee and Firm] _____~~
 536 ~~_____ on _____~~

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 ~~**EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.~~

542 _____ Broker (by) _____

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

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Reset

ADDENDUM A
TO OFFER TO PURCHASE
McFarland, WI
Dane County Tax Parcel No. Tax Parcel 154/0610-102-8971-1
Dated May 5, 2025

The following terms and conditions are incorporated into the Offer to Purchase dated May 5, 2025 submitted by the Village of McFarland as Buyer for the property designated as Tax Parcel 154/0610-102-8971-1 in the Village of McFarland, WI. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

- 1. Legal Description.** The Property subject to this Agreement is legally described as follows:

Part of the NW1/4 of the NW1/4 of Section 10 T6N, R10E (Town of Dunn), Dane County, Wisconsin, which is more fully described as follows:

Commencing at the NE corner of said NW $\frac{1}{4}$, NW $\frac{1}{4}$; thence S along the E line of said quarter- quarter 248.0', thence S77°30'W, 25.6' to point of intersection of the W line of Sleepy Hollow Road with the Sly line of Exchange Street and point of beginning of this description;

thence SWly along said Sly line of Exchange Street, on a curve to the right, the long Chord of which bears S77°30'W for a distance of 51.2' to a point on a meander line which is 30' more, or less, N77°30'E from the E shoreline of the Yahara River; thence S, along said meander line, 178.85' to a point which is 13', more or less, E from said shoreline; thence E 50.0' to the W line of Sleepy Hollow Road; thence N, along W line of road, 189.95' to the point of beginning. Also including all land lying Wly of the meander line and between the N and S lines of the above-described parcel extended to the E shoreline of the Yahara River but excluding all of the Yahara River which lies E of said meander line. Also including all land lying 33' Nly from the above-described parcel to the center line of Exchange Street and all land lying 25' Ely from the above-described parcel to the center line of Sleepy Hollow Road, said land now being used for highway purposes.

- 2. Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days after Acceptance. Buyer shall have 10 business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.
- 3. Condition Warranties.** Seller makes no warranties regarding the physical condition of the Property. At closing, Buyer will accept the Property "as is."
- 4. Inspection/Testing/Survey Contingency.** Buyer shall have until one hundred twenty (120) days from the date of Acceptance to inspect the Property and complete such appraisals, surveys, tests, inspections, investigations, and review the property documents and title, as Buyer may determine necessary in its sole discretion, including, but not limited

to, Phase I and Phase 2 environmental site assessments, which may include the taking of soil samples and testing thereof. If any of Buyer's studies, surveys, tests, inspections or investigations are unsatisfactory to Buyer, in any manner or for any reason in Buyer's sole discretion, including without limitation for reasons relating to restrictions on use of the Property, easements, encroachments, encumbrances, boundary locations or other matters relating to survey, engineering, appraised value, environmental assessments or other matters impacting the condition or value of the Property to Buyer, Buyer may terminate this Agreement. If Buyer notifies Seller, in writing, within the Inspection Period of Buyer's election to terminate this Agreement, this Agreement shall terminate, and the parties hereto shall have no further obligations hereunder. If Buyer fails to notify Seller, in writing, prior to the expiration of the Inspection Period of its election to terminate this Agreement, Buyer's right to terminate this Agreement under this Section shall expire. However, Buyer may extend the Inspection Period, in its sole discretion, in the event Buyer elects to complete a Phase II environmental site assessment, and that inspection is not completed in the initial Inspection Period. In such case, the Inspection Period will extend to a date fifteen (15) days after delivery of the completed Phase II environmental assessment report to Buyer, and Buyer will notify Seller of the extension of the Inspection Period.

5. **Access Prior to Closing.** Notwithstanding anything else stated in this Agreement, Buyer, its consultants, architects, engineers, surveyors, contractors and agents, shall have access to the Property at all reasonable times for any inspection, testing or other investigation permitted under the Agreement. Buyer shall assure that none of Buyer's activities on the Property result in the imposition of any lien against the Property and shall cause any such lien to be promptly released.
6. **Closing.** The closing shall occur at the Dane County, Wisconsin office of First American Title Insurance Company, or at such other place as may be agreed to by the parties in writing.
7. **Closing Costs.** Buyer shall pay the cost of the title search, commitment and policy, including gap coverage, and all closing fees and recording fees for the transaction.
8. **Condition of Title.** Seller shall provide a title commitment as provided in the Offer, along with copies of all easements, restrictions, liens and other encumbrance documents excepted from the coverage proposed by such commitment. Buyer shall have ten (10) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such ten (10) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended if necessary to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement. The Closing Date shall be postponed if necessary to accommodate the provisions of this section.
9. **Use Restriction.** The deed from Seller may include, or the property may otherwise be subjected by Seller to, a use restriction substantially as follows:

"The Grantee, its successors and assigns, shall use the property solely for public recreational purposes but shall not permit the property to be used as a site for the launching of motorized watercraft."

10. Boundary Agreement Contingency. The parties have negotiated a Cooperative Plan pursuant to §66.0307 of the Wisconsin Statutes entitled "COOPERATIVE PLAN BETWEEN TOWN OF DUNN and VILLAGE OF McFARLAND," which requires approval from the Wisconsin Department of Administration. In the event such approval is not obtained on or before the date set for closing, either party may terminate this Agreement.

11. Owner's Affidavit. At closing, Seller shall execute an Owner's Affidavit in sufficient form to cause the title insurance company to remove any standard title exceptions for leases other than those disclosed prior to the date of the Offer, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.

12. Digital Signatures. Buyer and Seller further agree that digital reproductions of original signatures on this Agreement or on subsequent offers or other documents relating to this transaction delivered by electronic mail shall be binding and deemed valid as original signatures. Delivery by electronic mail shall be complete upon receipt by the recipient.

13. Brokerage Commissions. Buyer represents that it is not represented by a real estate broker in connection with this transaction. Seller shall be responsible for any fees or other compensation due to any broker retained by Seller.

BUYER:

VILLAGE OF MCFARLAND

By: _____
Stephanie Brassington, Village President

Attest: _____
Cassandra Suettinger, Clerk-Treasurer

SELLER:

TOWN OF DUNN

By: _____
Steven Greb, Town Chairperson

Attest: _____
Cathy Hasslinger, Clerk-Treasurer

McFarland
SUMMARY SHEET

MEETING DATE: Thursday, June 12, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT:

AGENDA ITEM: Discussion and action on Town Board Resolution 2025-08, a resolution ratifying and approving a purchase agreement for parcel 061010289711 located on Sleepy Hollow Road, McFarland, WI. (Town Board action only)

PREVIOUS ACTION:

ISSUE SUMMARY:

Background regarding this agenda item is provided under agenda Item 5.b.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. Exhibit A Vacant Land Offer to Purchase - Dunn Park site
2. 2025-08 Authorizing Sale of Parcel 061010289711 on Sleepy Hollow Rd

WB-13 VACANT LAND OFFER TO PURCHASE

1 ~~LICENSEE DRAFTING THIS OFFER ON~~ May 28, 2025 ~~[DATE] IS (AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Village of McFarland a Wisconsin municipal corporation
4 _____, offers to purchase the Property
5 known as [Street Address] Tax Parcel 154/0610-102-8971-1 more particularly described in Addendum A
6 in the Village _____ of McFarland _____, County of Dane _____, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ **PURCHASE PRICE:** One and 00/100
9 _____ Dollars (\$ 1.00).
10 ■ **EARNEST MONEY** of \$ N/A accompanies this Offer and earnest money of \$ N/A
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: None.
16 _____
17 _____
18 ■ **NOT INCLUDED IN PURCHASE PRICE:** Seller's personal property
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ **ZONING:** Seller represents that the Property is zoned: R-1B Single Family Residence.
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before June 12, 2025. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): Cathy Hasslinger
41 Buyer's recipient for delivery (optional): Andrew Bremer
42 ☐ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)
44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: 4156 County Road B, McFarland, WI 53558
50 Delivery address for Buyer: 5915 Milwaukee Street PO Box 110 McFarland, WI 53558
51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): chasslinger@townofdunnwi.gov
56 E-Mail address for Buyer (optional): andrew.bremer@mcfarland.wi.gov
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
 65 identified in the Seller's disclosure report dated See Addendum A, ~~which was received by Buyer prior to~~
 66 ~~Buyer signing this Offer and~~ which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and None other.

68
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than October 31, 2025
 71 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and none other.

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

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

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84 ☐
 85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
 86 **substantially different than the amount used for proration especially in transactions involving new construction,**
 87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
 88 **regarding possible tax changes.**

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. ~~The terms of the~~
 96 ~~(written) (oral) STRIKE ONE~~ lease(s), if any, are Seller warrants that the property is not subject to any lease rights

97 . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 ☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
 108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
 109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
 110 **Parties agree this provision survives closing.**

111 ☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
- 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
- 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
- 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
- 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
- 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
- 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
- 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
- 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
- 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
- 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

200
201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ☐ **CHECK**
327 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;
328 ☐ other: _____

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ☐ **CHECK AND COMPLETE AS APPLICABLE:** ☐ electricity _____;
341 ☐ gas _____; ☐ sewer _____; ☐ water _____;
342 ☐ telephone _____; ☐ cable _____; ☐ other _____

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐
348 occupancy permit; ☐ other _____ ☐ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ☐ **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ☐ **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ☐ **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
 376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
 386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~(1) earnest money payment(s);~~ (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: none

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

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none other.

424

425

426

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. ~~Seller shall pay all~~
431 ~~costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) **STRIKE**
433 **ONE** (~~"Seller's" if neither stricken~~) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 15 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

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

468 If Buyer defaults, Seller may:

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

472 If Seller defaults, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
 478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
 479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
 481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
 482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
 483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
 484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
 489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
 490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
 491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
 492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
 493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
 494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
 495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
 506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
 521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** See Addendum A.

527 _____
 528 _____
 529 _____
 530 _____
 531 _____
 532 _____
 533 _____
 534 _____

535 ~~This Offer was drafted by [Licensee and Firm] _____~~
 536 ~~_____ on _____~~

537 (x) _____
 538 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

539 (x) _____
 540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 ~~**EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.~~

542 _____ Broker (by) _____

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

546 (x) _____
 547 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 (x) _____
 549 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____
 551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Reset

ADDENDUM A
TO OFFER TO PURCHASE
McFarland, WI
Dane County Tax Parcel No. Tax Parcel 154/0610-102-8971-1
Dated May 5, 2025

The following terms and conditions are incorporated into the Offer to Purchase dated May 5, 2025 submitted by the Village of McFarland as Buyer for the property designated as Tax Parcel 154/0610-102-8971-1 in the Village of McFarland, WI. In the event any of the terms and conditions contained in this Addendum conflict with any provision contained in the preprinted form offer (the "Offer"), the terms of this Addendum shall control. The Offer and this Addendum shall be referred to herein collectively as this "Agreement."

- 1. Legal Description.** The Property subject to this Agreement is legally described as follows:

Part of the NW1/4 of the NW1/4 of Section 10 T6N, R10E (Town of Dunn), Dane County, Wisconsin, which is more fully described as follows:

Commencing at the NE corner of said NW $\frac{1}{4}$, NW $\frac{1}{4}$; thence S along the E line of said quarter- quarter 248.0', thence S77°30'W, 25.6' to point of intersection of the W line of Sleepy Hollow Road with the Sly line of Exchange Street and point of beginning of this description;

thence SWly along said Sly line of Exchange Street, on a curve to the right, the long Chord of which bears S77°30'W for a distance of 51.2' to a point on a meander line which is 30' more, or less, N77°30'E from the E shoreline of the Yahara River; thence S, along said meander line, 178.85' to a point which is 13', more or less, E from said shoreline; thence E 50.0' to the W line of Sleepy Hollow Road; thence N, along W line of road, 189.95' to the point of beginning. Also including all land lying Wly of the meander line and between the N and S lines of the above-described parcel extended to the E shoreline of the Yahara River but excluding all of the Yahara River which lies E of said meander line. Also including all land lying 33' Nly from the above-described parcel to the center line of Exchange Street and all land lying 25' Ely from the above-described parcel to the center line of Sleepy Hollow Road, said land now being used for highway purposes.

- 2. Property Condition Report.** Seller shall provide Buyer with a completed and signed Real Estate Condition Report(s) covering the entire Property within five (5) days after Acceptance. Buyer shall have 10 business days after receipt of a completed report to terminate this Offer if the report discloses any defect or potential defect not acceptable to Buyer in its sole discretion.
- 3. Condition Warranties.** Seller makes no warranties regarding the physical condition of the Property. At closing, Buyer will accept the Property "as is."
- 4. Inspection/Testing/Survey Contingency.** Buyer shall have until one hundred twenty (120) days from the date of Acceptance to inspect the Property and complete such appraisals, surveys, tests, inspections, investigations, and review the property documents and title, as Buyer may determine necessary in its sole discretion, including, but not limited

to, Phase I and Phase 2 environmental site assessments, which may include the taking of soil samples and testing thereof. If any of Buyer's studies, surveys, tests, inspections or investigations are unsatisfactory to Buyer, in any manner or for any reason in Buyer's sole discretion, including without limitation for reasons relating to restrictions on use of the Property, easements, encroachments, encumbrances, boundary locations or other matters relating to survey, engineering, appraised value, environmental assessments or other matters impacting the condition or value of the Property to Buyer, Buyer may terminate this Agreement. If Buyer notifies Seller, in writing, within the Inspection Period of Buyer's election to terminate this Agreement, this Agreement shall terminate, and the parties hereto shall have no further obligations hereunder. If Buyer fails to notify Seller, in writing, prior to the expiration of the Inspection Period of its election to terminate this Agreement, Buyer's right to terminate this Agreement under this Section shall expire. However, Buyer may extend the Inspection Period, in its sole discretion, in the event Buyer elects to complete a Phase II environmental site assessment, and that inspection is not completed in the initial Inspection Period. In such case, the Inspection Period will extend to a date fifteen (15) days after delivery of the completed Phase II environmental assessment report to Buyer, and Buyer will notify Seller of the extension of the Inspection Period.

5. **Access Prior to Closing.** Notwithstanding anything else stated in this Agreement, Buyer, its consultants, architects, engineers, surveyors, contractors and agents, shall have access to the Property at all reasonable times for any inspection, testing or other investigation permitted under the Agreement. Buyer shall assure that none of Buyer's activities on the Property result in the imposition of any lien against the Property and shall cause any such lien to be promptly released.
6. **Closing.** The closing shall occur at the Dane County, Wisconsin office of First American Title Insurance Company, or at such other place as may be agreed to by the parties in writing.
7. **Closing Costs.** Buyer shall pay the cost of the title search, commitment and policy, including gap coverage, and all closing fees and recording fees for the transaction.
8. **Condition of Title.** Seller shall provide a title commitment as provided in the Offer, along with copies of all easements, restrictions, liens and other encumbrance documents excepted from the coverage proposed by such commitment. Buyer shall have ten (10) business days after receipt of a title commitment and all encumbrance documents to review and approve such encumbrances. Unless Buyer shall notify Seller of an objection to such encumbrances within such ten (10) day period, this contingency shall be deemed satisfied. If Buyer objects to any such encumbrances, Seller shall have fifteen (15) days to remove such encumbrances and the time set for closing shall be extended if necessary to allow for such fifteen (15) day cure period. In the event Seller is unable to remove such encumbrances, Buyer shall have the option to accept title subject to such encumbrances or terminate this Agreement. The Closing Date shall be postponed if necessary to accommodate the provisions of this section.
9. **Use Restriction.** The deed from Seller may include, or the property may otherwise be subjected by Seller to, a use restriction substantially as follows:

"The Grantee, its successors and assigns, shall use the property solely for public recreational purposes but shall not permit the property to be used as a site for the launching of motorized watercraft."

10. Boundary Agreement Contingency. The parties have negotiated a Cooperative Plan pursuant to §66.0307 of the Wisconsin Statutes entitled "COOPERATIVE PLAN BETWEEN TOWN OF DUNN and VILLAGE OF McFARLAND," which requires approval from the Wisconsin Department of Administration. In the event such approval is not obtained on or before the date set for closing, either party may terminate this Agreement.

11. Owner's Affidavit. At closing, Seller shall execute an Owner's Affidavit in sufficient form to cause the title insurance company to remove any standard title exceptions for leases other than those disclosed prior to the date of the Offer, contractors' or materialmen's liens, claims of parties in possession, and other unrecorded interests affecting the Property.

12. Digital Signatures. Buyer and Seller further agree that digital reproductions of original signatures on this Agreement or on subsequent offers or other documents relating to this transaction delivered by electronic mail shall be binding and deemed valid as original signatures. Delivery by electronic mail shall be complete upon receipt by the recipient.

13. Brokerage Commissions. Buyer represents that it is not represented by a real estate broker in connection with this transaction. Seller shall be responsible for any fees or other compensation due to any broker retained by Seller.

BUYER:

VILLAGE OF MCFARLAND

By: _____
Stephanie Brassington, Village President

Attest: _____
Cassandra Suettinger, Clerk-Treasurer

SELLER:

TOWN OF DUNN

By: _____
Steven Greb, Town Chairperson

Attest: _____
Cathy Hasslinger, Clerk-Treasurer

RESOLUTION 2025-08

A RESOLUTION APPROVING THE SALE OF TOWN OWNED LAND PARCEL 061010289711 LOCATED ON SLEEPY HOLLOW ROAD, MCFARLAND, WI.

WHEREAS, the Town of Dunn, Dane County, Wisconsin (“the Town”), owns parcel 061010289711 (“the Property”) located within the Village of McFarland, Dane County, Wisconsin (“the Village”); and

WHEREAS, through participation in a separate Cooperative Plan agreement under s 66.0307 Wis. Stat. the Town has offered the Property for sale directly to the Village; and

WHEREAS, the Town and Village have negotiated an agreement for the purchase by the Village of the Property on the terms of the proposed transaction as reflected in the purchase agreement attached hereto as Exhibit A; and

WHEREAS, the Town Board finds the terms of the proposed agreement to be fair and reasonable and has determined that the sale of the Property on said terms will promote the public interest; and

WHEREAS, the sale of the property was approved by a vote of town electors at the April 15, 2025 Annual Town Meeting and by the Town of Dunn Parks Commission;

NOW, THEREFORE, BE IT RESOLVED, that the Agreement attached hereto as Exhibit A is ratified and approved, and the Town Clerk is authorized to take such actions as may be necessary to carry out the agreement, including the authority to execute inspections, testing, surveying, deeds, notices, procedural amendments, waivers, closing statements and similar documents as may be appropriate in completing the transaction contemplated thereby.

Adopted this 12th day of June, 2025

APPROVED:

Steven Greb
Town Chair

ATTEST:

Cathy Hasslinger
Town of Dunn Clerk Treasurer/Business Manager

McFarland
SUMMARY SHEET

MEETING DATE: Thursday, June 12, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT:

AGENDA ITEM: Discussion and action on Town Board Resolution 2025-09, a resolution approving a Cooperative Plan between the Town of Dunn and Village of McFarland. (Town Board action only)

PREVIOUS ACTION:

ISSUE SUMMARY:

Background regarding this agenda item is provided in item 5.a., including Exhibit A to the resolution which is the Cooperative Plan.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

ATTACHMENTS:

1. 2025-09 (Dunn) Resolution to Approve a Cooperative Plan with Between the Town of Dunn and Village of McFarland

RESOLUTION 2025-09
TO APPROVE A COOPERATIVE PLAN BETWEEN TOWN OF DUNN
AND VILLAGE OF MCFARLAND

WHEREAS, the Town of Dunn, Dane County, Wisconsin ("the Town"), shares a common boundary with the Village of McFarland, Dane County, Wisconsin ("the Village"); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village to best promote the public health, safety, prosperity, general welfare, as well as efficiency and economy in the process of land use planning and development; and

WHEREAS, the Town Board has determined that the best interests of the Town will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland; and

WHEREAS, on January 29, 2025, the Town Board and Village Board each approved Resolution 2025-03, a resolution authorizing the participation in the preparation of a Cooperative Plan; and

WHEREAS, on April 16, 2025, the Town and Village jointly held a public information meeting regarding the proposed Cooperative Plan; and

WHEREAS, on April 29, 2025, the Town Board and Village Board jointly held a public hearing on the proposed Cooperative Plan preceded by a Class 3 notice; and

WHEREAS, the Town Board did not receive a petition requiring a super-majority vote on this Resolution as provided under s 66.0307(4) (d)2 Wis. Stat.

WHEREAS, the Town Board finds the terms of the Cooperative Plan, attached hereto as Exhibit A, will promote the public interest;

NOW THEREFORE, BE IT RESOLVED by the Town Board of the Town of Dunn that the Cooperative Plan, attached hereto as Exhibit A, is approved pursuant to final approval by the State of Wisconsin Department of Administration as provided under s 66.0307(5) Wis. Stat.

BE IT FURTHER RESOLVED that the Cooperative Plan shall be transmitted to the State of Wisconsin Department of Administration as specified by s 66.0307 Wis. Stat.

Adopted this 12th day of June, 2025

APPROVED:

Steven Greb
Town Chair

ATTEST:

Cathy Hasslinger
Town of Dunn Clerk Treasurer/Business Manager

VILLAGE OF
McFarland
SUMMARY SHEET

MEETING DATE: Thursday, June 12, 2025

SECTION: Business

DEPARTMENT: Community Development

CONTACT: Andrew Bremer, Comm & Eco Dev Director

AGENDA ITEM: Discussion and action on Village Board Resolution 2025-14, a resolution approving a Cooperative Plan between the Town of Dunn and Village of McFarland. (Village Board action only)

PREVIOUS ACTION:

ISSUE SUMMARY:

Background regarding this agenda item is provided in item 5.a., including Exhibit A to the resolution which is the Cooperative Plan.

FINANCIAL/BUDGET IMPACT:

VILLAGE PLAN REFERENCE:

ORDINANCE REFERENCE:

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

Recommended motion:

Motion, second, to approve Resolution 2025-14, a resolution approving a Cooperative Plan between the Town of Dunn and Village of McFarland, conditioned on accepting the changes to the draft Cooperative Plan dated June 6, 2025.

ATTACHMENTS:

1. 2025-14 (McFarland) Resolution to Approve a Cooperative Plan with Between the Town of Dunn and Village of McFarland

RESOLUTION 2025-14
TO APPROVE A COOPERATIVE PLAN BETWEEN TOWN OF DUNN AND
VILLAGE OF MCFARLAND

WHEREAS, the Town of Dunn, Dane County, Wisconsin ("the Town"), shares a common boundary with the Village of McFarland, Dane County, Wisconsin ("the Village"); and

WHEREAS, the Town and Village entered into an Intermunicipal Cooperation Agreement dated February 28, 2005, which is due to terminate at 11:59PM on December 31, 2025; and

WHEREAS, the Town and Village desire to enter into a new Cooperative Plan agreement pursuant to Wis. Stats. Sec. 66.0307 for the general purposes of guiding and accomplishing the coordinated, adjusted and harmonious development of the Town and the Village to best promote the public health, safety, prosperity, general welfare, as well as efficiency and economy in the process of land use planning and development; and

WHEREAS, the Village Board has determined that the best interests of the Village will be served by participating in the preparation of a new Cooperative Plan in accordance with Section 66.0307, Wis. Stats., governing territories within the Town of Dunn and the Village of McFarland; and

WHEREAS, on January 29, 2025, the Town Board and Village Board each approved Resolution 2025-03, a resolution authorizing the participation in the preparation of a Cooperative Plan; and

WHEREAS, on April 16, 2025, the Town and Village jointly held a public information meeting regarding the proposed Cooperative Plan; and

WHEREAS, on April 29, 2025, the Town Board and Village Board jointly held a public hearing on the proposed Cooperative Plan preceded by a Class 3 notice; and

WHEREAS, the Village Board did not receive a petition requiring a super-majority vote on this Resolution as provided under s 66.0307(4) (d)2 Wis. Stat.

WHEREAS, the Village Board finds the terms of the Cooperative Plan, attached hereto as Exhibit A, will promote the public interest;

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of McFarland that the Cooperative Plan, attached hereto as Exhibit A, is approved pursuant to final approval by the State of

Wisconsin Department of Administration as provided under s
66.0307(5) Wis. Stat.

BE IT FURTHER RESOLVED that the Cooperative Plan shall be
transmitted to the State of Wisconsin Department of Administration
as specified by s 66.0307 Wis. Stat.

Adopted this 12th day of June, 2025.

APPROVED:

Stephanie Brassington
Village President

ATTEST:

Cassandra Suettinger
Deputy Administrator/Clerk

RESOLUTION 2025-14	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Annen –	Boyd –
Brassington –	Fessler –
Leamy –	Peña –
Prill –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	