

292 **TITLE EVIDENCE**

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

298 _____ which constitutes merchantable title for purposes of this transaction.

299 Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

300 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
 301 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than
 302 the current use. If Buyer is considering development of the Property, Buyer should consider restrictions on development if Property is zoned
 303 agricultural. Buyer should consider the need for feasibility studies, estimates for utility and infrastructure installations and zoning variances, which
 304 may be required before certain future development may be possible. Contingencies may be added to this Offer to address these development
 305 requirements, if applicable.

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

309 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE ONE~~ ("Seller's" if neither
 310 stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the
 311 deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement
 312 or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 317-322).

313 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered
 314 to Buyer's attorney or Buyer not more than 30 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days
 315 before delivery of such title evidence to be merchantable per lines 293-299, subject only to liens which will be paid out of the proceeds of closing and standard
 316 title insurance requirements and exceptions, as appropriate.

317 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 30 days
 318 ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding
 319 60 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the
 320 objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
 321 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and
 322 this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

323 ■ **REVIEW OF RECORDS: CAUTION:** If surveys, soil analysis, acreage calculations, government program contracts, operating records (including
 324 prior use of pesticides or herbicides), etc. are material to Buyer's decision to purchase, Buyer should consider using the Document Review
 325 Contingency on lines 326-345, or inserting a contingency for review of these records. See lines 453-459, 533-541 or use an addendum per line 532.

326 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the optional documents checked on lines 332-345 to Buyer
 327 within _____ days of acceptance: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final
 328 document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this contingency has not been satisfied.
 329 The notice shall identify which document(s) have not been timely delivered or do not meet the standard set forth for the document(s). Buyer shall keep all
 330 information reviewed confidential until closing. If this Offer does not close Buyer shall promptly return all documents received from Seller. [CHECK THOSE
 331 THAT APPLY]:

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

333 ☐ An inventory of all equipment, appliances, fixtures, tools, supplies and other personal property included in this transaction which is consistent with
 334 representations made in this Offer.

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

337 ☐ Any available agricultural operational records including fertilizer, pesticide and herbicide application, handling and storage, and livestock waste storage
 338 and spreading.

339 ☐ Documentation/records confirming tillable land acreage, crop allocation, different crop bases, crop yields such as Farm Service Agency (FSA) reports.

340 ☐ Financial records including profit and loss statements, balance sheets, accounts payable and receivable, and records pertaining to any accrued or
 341 payable income, sales, payroll, unemployment or Social Security taxes relative to the farm operations.

342 ☐ Municipal records, reports or other documentation confirming what development rights have been transferred or received under the applicable municipal
 343 Transfer of Development Rights (TDR) ordinances.

344 ☐ Any contracts, leases, permits, licenses, distributorships or franchises relative to the farm operations.

345 ☐ Other _____

346 ☒ **LAND USE APPROVAL:** This Offer is contingent upon (Buyer) (Seller) ~~STRIKE ONE~~ ("Buyer" if neither is stricken) obtaining a ☐ rezoning;

347 ☒ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____

348 [CHECK ALL THAT APPLY] for the Property for (its use as not less than 150 seasonal campsites)

349 **COMPLETE AND STRIKE AS APPLICABLE** within _____ days of acceptance. The cost of obtaining the approval(s) shall be paid by (Buyer) (Seller)

350 ~~STRIKE ONE~~ ("Buyer" if neither is stricken). This contingency shall be deemed satisfied unless Buyer, within _____ days of the deadline for obtaining the

approval, delivers written notice of termination to Seller accompanied by written evidence substantiating why the approval cannot be obtained by the deadline at line 350. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy this contingency.

DEFINITIONS CONTINUED FROM PAGE 5

■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 205-211) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records for a period of 80 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property; (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Natural Resources' (DNR) Registry Waste Disposal Sites, the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current ASTM International "Standard Practice for Environmental Site Assessments") and state and federal guidelines, as applicable.

CAUTION: Unless otherwise agreed, an Environmental Site Assessment does not include subsurface testing of the soil or groundwater or other testing of the Property for environmental pollution.

■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or buildings so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas, garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on permanent foundations; perennial crops; perennial plants; in-ground and aboveground crop irrigation systems; ventilating fans; barn cleaners; silo unloaders; augers; feeding equipment; bulk tanks and refrigeration systems; pipeline milking systems; vacuum lines; vacuum pumps and attached motors; and aboveground and underground fuel tanks.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 18-19. Address annual and perennial crops, livestock, rented fixtures not owned by Seller, fixtures owned by Seller but which will not be included in the purchase price (e.g., irrigation systems) and equipment which may be personal property but will be included in the purchase price. Annual crops are not part of the purchase price unless otherwise agreed.

■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-8.

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

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

EARNEST MONEY

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

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

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

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

IF LINE 407 IS NOT MARKED OR IS MARKED N/A LINES 440-445 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 417 or 418.

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

421 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 453-459 or 533-541 or in an addendum
 422 attached per line 532.

423 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence
 424 of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver
 425 to Seller a copy of the written loan commitment no later than the deadline at line 408. Buyer and Seller agree that delivery of a copy of any written loan
 426 commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has
 427 directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this
 428 contingency if accompanied by a notice of unacceptability.

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

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

434 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan
 435 commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other
 436 evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's
 437 decision to finance this 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 extended
 438 accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate
 439 to determine Buyer's credit worthiness for Seller financing.

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

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

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

453 **ADDITIONAL PROVISIONS/CONTINGENCIES** Approval and issuance of fully transferable
 454 Class B Liquor License for house and barn prior to closing.

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

464 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 contract. If "Time is of the Essence"
 465 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

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

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

471 **CAUTION: Buyer should consider the need for a survey to verify land and building dimensions, total square footage/acreage figures and allocation**
 472 **of acreage information, if material to Buyer's decision to purchase.**

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

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

484 **SPECIAL ASSESSMENTS / OTHER EXPENSES** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be
 485 paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

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

493 If Buyer defaults, Seller may:

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

496 If Seller defaults, Buyer may:

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

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

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

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

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

Property Address:

31423 Nelson Road

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510 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller providing" if neither is stricken) a
 511 Map of the Property prepared by a registered land surveyor, within 90 days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is
 512 stricken) expense. The map shall show minimum of 360 acres, maximum of _____ acres, the legal description of the Property, the Property's
 513 boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: Survey to be an
 514 ALTA Survey ~~STRIKE AND COMPLETE~~

515 **AS APPLICABLE** Additional map features which may be added include, but are not limited to: specifying how current the map must be; staking of all corners of
 516 the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION:** Consider
 517 the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline. This
 518 contingency shall be deemed satisfied 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,
 519 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior
 520 representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

521 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____
 522 _____, no later than _____. If Seller accepts a bona fide secondary offer,
 523 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property Contingency and
 524 _____

525 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
 526 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be null and void.

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

532 ☒ **ADDENDA:** The attached Addenda A that indicates property location is/are made part of this Offer.

533 **ADDITIONAL PROVISIONS/CONTINGENCIES** Seller to provide financing to Buyer in amount
 534 of \$_____ at an interest rate of 5.5%. Payments will be
 535 interest only for 36 months with a balloon payment at the 36th month.
 536 No prepayment penalty for early payment. Seller agrees to subordinate
 537 note to Buyer's other financing, anytime during the term of the note
 538 at written notice to Seller. Note shall be in the name of North Camp Properties, LLC
 539 Note to be made at closing.

540 Seller to use Wagner Surveying for ALTA Survey. Seller to provide property
 541 condition report within 14 days of acceptance.

542 This Offer was drafted by (Licensee and Firm) Michael Hershberger

543 _____ on 7/17/2020

544 (x) Michael D. Hershberger, member - North Camp Properties, LLC 7/17/2020

545 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

546 (x) _____

547 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

548 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 11 of the above Offer.

549 _____ Broker (By) _____

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

553 (x) Michael D. Hershberger 7/16/2020
 554 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

555 (x) _____
 556 Seller's Signature ▲ Print Name Here ► _____ Date ▲ _____

557 This Offer was presented to Seller by (Licensee and Firm) _____

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

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

560 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____

**BURNETT COUNTY LAND SERVICES
BURNETT COUNTY GOVERNMENT CENTER**

7410 County Road K, #120
Siren, Wisconsin 54872

Phone (715) 349-2109
landservices@burnettcounty.org

October 12, 2020

North Camp Properties I, LLC
Attn: Steve Austin
3142 W Webb Lake Dr
Danbury, WI 54830

RE: CONDITIONAL USE PERMIT APPLICATION #CUP-20-47

Dear Applicant,

Please be advised that a public hearing will be held before the Burnett County Land Use and Information Committee on Tuesday, November 3rd, 2020 at 9:00 a.m., in Room 160 at the Burnett County Government Center, Town of Meenon, Siren, Wisconsin.

This hearing will be held in order to receive comment on your request for a conditional use permit for a 180 unit seasonal campground, larger sheds and decks, and a bar/restaurant and event center on four parcels with tax id's: 21253, 21257, 21258 and 21259.

It is expected that you, or a representative acting for you, be present at the hearing in order to provide any additional information, which may be necessary for a proper decision in the matter.

Please contact this office if you have any questions or comments.

Thanks,

Jason Towne

Jason Towne
Zoning Administrator

CUP-20-47

Towne, Jason

From: Steve Austin <steve@northcampproperties.com>
Sent: Thursday, October 22, 2020 5:36 PM
To: Towne, Jason
Subject: Upcoming November meeting

We would like to postpone our November hearings for rezoning of Greg Johnson property and the requested CUP for North Camp Properties at that location.

We would like to give the town of Swiss time to formulate a response.

Steve Austin
North Camp Properties
Webb Lake Campground
Oak Ridge Campground

Burnett County Staff Report**Application Request:**

To construct a 180 unit campground, allow one storage shed up to 12 ft x 14 ft in size and one deck up to 12 ft x 14 ft in size per camping unit, split off the house and barn onto a 10 acre parcel, and have a restaurant/bar/event center on the 10 acre parcel.

Current facts about the parcels:

- PIN # 07-032-2-41-15-07-3 01-000-011000 (NE-SW), 07-032-2-41-15-07-2 04-000-011000 (SE-NW), 07-032-2-41-15-07-2 01-000-011000 (NE-NW south of Hwy), and 07-032-2-41-15-07-2 03-000-011000 (SW-NW), located in Section 7, T41N, R15W (Town of Swiss).
- Zoned A-2: 10 acre minimum lot size, minimum width 300 ft.
- These parcels are conforming for lot width and lot area.
- The current owner (Johnson Enterprises) purchased the parcels via Trustee's Deed Doc # 330517 recorded on 5/22/2000. Applicant (North Camp Properties) has a signed offer to purchase agreement.
- According to the FEMA floodplain map there are no floodplains on the parcels.
- According to the WI DNR wetland map there are some wetlands on the parcel described as the NE-SW.

Applicable Conditional Use:

Per 30-172(1), "Manufactured home parks and campgrounds subject to the provisions of article V of this chapter."

Per 30-172(10), "Recreational/tourism-oriented uses such as resorts, sport shops, bait sales, gift/novelty shops, agricultural production, retail and other recreational/tourism services/activities, which in the opinion of the land use and information committee are of the same general character or clearly incidental to a permitted use, or use authorized by conditional permit."

Per 30-543, "Camping and camping grounds."

Per 45-386, "Camping and camping grounds."

Per 30-543(b)(1)i3 and 45-386(b)(1)i3, "Via conditional use permit the land use and information committee may grant larger storage structures, awnings, decks/patios and screen houses as part of the conditional use permit for larger sites. Each rental site must be mapped on the campground map."

Permits of Record:

- Sanitary permit # 24946 issued on 5/8/2001 for a 2 bedroom system. Sanitary system was due for maintenance in 2004.
- Land Use permit # 25162 issued on 6/14/2001 for an addition to the existing dwelling.
- Land Use permit # 30986 issued on 4/11/2006 for an addition onto the existing dwelling.

Violations of Record:

- Septic system is past due for servicing, was due in 2004.

Comprehensive Plan:

Town of Swiss Comprehensive Plan adopted in 2007 shows this area as agricultural residential district.

- Agricultural Residential – Land used in an agricultural manner but having a higher density of residential dwellings per acre than the Agricultural land use category. A density threshold of one dwelling per 10 acres is projected in this category.

Possible items to resolve/address:

- Other concerns brought before the committee from other parties (neighbors, public, Town of Swiss, state agencies, other county departments, etc).

Correspondence (written) received as of report compilation:

- Various letters received prior to 12/29/2020 are included in the packet.

Staff concerns:

- Septic system past due for servicing.

If considering approval then the following items may want to be included in the motion:

- 1- Camping units shall meet WI camping unit requirements.
- 2- Land Use permits to be obtained for all items before construction/relocation. This includes all decks/patios/sheds/etc as required in campgrounds. Along with any use conversion of existing structures.
- 3- A complete campground map needs to be completed for the entire parcel and filed with the land services department (signed by a licensed architect, engineer or surveyor) which shows the campground layout, location of all sites, roads, property lines, setbacks, structures, water supplies, private waste disposal system(s), recreation areas, and any other information the land use and information committee shall deem necessary within 3 years of this approval. Any proposed changes in the approved campground shall be presented to the land services department for approval. No implementation of the proposed changes shall take place until written approval is received from the land services department.
- 4- No recreational vehicle transfer tanks shall be used. All camping units shall be attached to a POWTS (Private Onsite Wastewater Treatment Systems).
- 5- All POWTS to be serviced/maintained on the required interval.
- 6- A copy of the state campground license must be provided to the county land services department within 1 year of this approval.

- 7- Quiet hours of _____ PM to _____ AM shall be maintained by the owner/operator for all activities taking place on the parcels. The committee should recommend these hours if they want this condition applied to the project.
- 8- Access location shall be Nelson Rd only, no access from Old 35 or State Rd 35.
- 9- If screening is required then the committee should specify the location, type, height as _____
- 10- Follow all local, county, state and federal requirements for this activity.

BURNETT COUNTY LAND SERVICES
BURNETT COUNTY GOVERNMENT CENTER

7410 County Road K, #120
Siren, Wisconsin 54872

Phone (715) 349-2109
landservices@burnettcounty.org

December 15, 2020

North Camp Properties I, LLC
Attn: Steve Austin
3142 W Webb Lake Dr
Danbury, WI 54830

RE: CONDITIONAL USE PERMIT APPLICATION #CUP-20-47

Dear Applicant,

Please be advised that a public hearing will be held before the Burnett County Land Use and Information Committee on Tuesday, January 5th, 2021 at 9:00 a.m., in Room 165 at the Burnett County Government Center, Town of Meenon, Siren, Wisconsin.

This hearing will be held in order to receive comment on your request for a conditional use permit for a 180 unit seasonal campground, larger sheds and decks, and a bar/restaurant and event center on four parcels with tax id's: 21253, 21257, 21258 and 21259.

Due to COVID-19 Government Center building restrictions, public attendance for this meeting is not allowed at this time. See attached public hearing notice for details on how to participate.

It is expected that you, or a representative acting for you, be available via telephone, so you will need to register in advance at:

<https://web.burnettcounty.org/Forms/PublicComment>

Sorry for the inconvenience.

Please contact this office if you have any questions or comments.

Thanks,

Jason Towne

Jason Towne
Zoning Administrator

**BURNETT COUNTY ZONING ADMINISTRATION
BURNETT COUNTY GOVERNMENT CENTER**

7410 COUNTY ROAD K, #120
SIREN, WISCONSIN 54872

PHONE (715) 349-2109
EMAIL: landservices@burnettcounty.org

NOTICE OF PUBLIC HEARING

Notice of Public Hearing, State of Wisconsin, County of Burnett, Tuesday, January 5, 2021, at 9:00 a.m., at the Burnett County Government Center in Room 165, Town of Meenon, Siren, Wisconsin, regarding the following:

BURNETT COUNTY LAND USE/SHORELAND PROTECTION ORDINANCES

**1. CONDITIONAL USE PERMIT #CUP-20-52 – WEBB LAKE LAND & CATTLE CO LLC
- dba OAK RIDGE INN and OAK RIDGE CAMPGROUND**

Public notice is hereby given to all persons in the Town of Webb Lake, Burnett County, Wisconsin, that Steve Austin on behalf of Webb Lake Land & Cattle Co LLC – Doing Business As (dba) Oak Ridge Inn and Oak Ridge Campground has made application for a conditional use permit per the terms of the Burnett County Land Use and Shoreland Protection Code of Ordinances to divide the existing parcel into two (2) parcels consisting of the following; the existing restaurant/bar on approximately one (1) acre, and the existing campground on approximately 39.5 acres, located at 31453 and 31550 Webb Lake Dr, on Webb Lake, in the RR-1 zoning district, in Government Lot 5, Section 9, T41N R14W.

2. CONDITIONAL USE PERMIT #CUP-20-53 – WEBB LAKE LAND & CATTLE CO LLC

Public notice is hereby given to all persons in the Town of Webb Lake, Burnett County, Wisconsin, that Steve Austin on behalf of Webb Lake Land & Cattle Co LLC has made application for a conditional use permit per the terms of the Burnett County Land Use Code of Ordinances to construct five (5) storage rental buildings consisting of 50 units over the next three (3) years, located on N Webb Lake Rd, in the RR-1 zoning district, in Government Lot 5, Section 9, T41N R14W.

**3. CONDITIONAL USE PERMIT #CUP-20-54 – NORTH CAMP PROPERTIES IV LLC –
dba WEBB LAKE TAVERN and WEBB LAKE CAMPGROUND**

Public notice is hereby given to all persons in the Town of Webb Lake, Burnett County, Wisconsin, that Mike Hershberger and Steve Austin on behalf of North Camp Properties IV LLC – Doing Business As (dba) Webb Lake Tavern and Webb Lake Campground have made application for a conditional use permit per the terms of the Burnett County Land Use and Shoreland Protection Code of Ordinances to divide the existing parcel into three (3) different parcels consisting of the following; the existing bar/lodge/restaurant on approximately 2 acres, the existing cabins and existing residence on approximately 2.7 acres, and the existing campground on approximately 58.6 acres. Also adding 30 additional seasonal campsites on the campground parcel. Also allowing for increased sizes of decks/patios/screenporches/sheds on these additional 30 campsites to match the sizes approved with CUP-19-20. All changes to take place over the next three (3) years, located at 30925 Namekagon Trl, on Webb Lake, in the RR-1 zoning district, parcel in Government Lots 6 and 7, Section 16, T41N R14W.

(Continued on Page 2)

NOTICE OF PUBLIC HEARING
JANUARY 5, 2021
PAGE 2

4. CONDITIONAL USE PERMIT #CUP-20-47 – JOHNSON ENTERPRISES

Public notice is hereby given to all persons in the Town of Swiss, Burnett County, Wisconsin, that Steve Austin on behalf of North Camp Properties I LLC has made application for a conditional use permit per the terms of the Burnett County Land Use and Shoreland Protection Code of Ordinances to construct a 180 unit campground, allow one storage shed up to 12 ft x 14 ft in size and one deck up to 12 ft x 14 ft in size per camping unit, split off the house and barn onto a 10 acre parcel and have a restaurant/bar/event center on this 10 acre parcel. All changes to take place over the next three (3) years, located at 31423 Nelson Rd, in the A-2 zoning district, parcels being the NE ¼ of the SW ¼, SE ¼ of the NW ¼, SW ¼ of the NW ¼, and that part of NE ¼ of the NW ¼ lying South of State Rd 35, all in Section 7, T41N R15W.

ADDITIONAL INFORMATION ON THIS MEETING:

Due to COVID-19 Government Center building restrictions, **public attendance for this meeting is not allowed at this time.**

If you wish to make public comments during allotted time at this meeting/public hearing, please register in advance at: <https://web.burnettcounty.org/Forms/PublicComment>. You will receive, by email, the conference call phone number to call in for public comment during the meeting. If you don't have internet access to pre-register please call 715-349-2109, Ext. 2617 to sign-up for public comment. You will be provided the conference line number to call in for the meeting to make public comment.

If you wish to view/listen to the live video stream only and not provide public comment you will need to go to: https://www.youtube.com/channel/UC_ZMn5LoFDJfHuqWGu7QEPQ. You will not be able to make public comment using this method.

If you wish to listen to audio only of the meeting/public hearing and **are not** making public comments then call: 1-312-626-6799. Meeting ID: 940 6403 4044 Passcode: 762416

Written comments can be mailed to the Burnett County Land Services Department, 7410 County Rd. K #120, Siren, WI 54872 or sent via email to landservices@burnettcounty.org.

Burnett County
Land Use and Information Committee, Siren WI
Dated this 14th day of December, 2020

NOTICE TO RUN IN SENTINEL DECEMBER 16TH AND 23RD

~~MAP-20-10~~
and
CUP-20-47

The following form was submitted via your website: Contact Us

Email Address:: Abbysembroidery@aol.com

Name:: Pamela

Address:: Willie

City:: Danbury

State:: WI

Zip:: 54830

Home Phone Number:: 715-791-0856

Daytime Phone Number:: 71-791-0856

Which Department do you wish to contact?: Land Services

Please leave your comments or questions below. : I am wholeheartedly opposed to Steve Austin being on the board and pushing through North Camp Properties to rezone farmland into 180 unit campsite on property that Greg & Liz Johnson owed. This will be very disruptive to property owners and to Bass Lake that cannot handle an influx of that many people. This lake is only 14 feet deep and a small lake. I'm opposed to the hearing being on Election Day and the time of year it's being done when many owners are not present. This has spread by word of mouth and notification has not been properly addressed to property owners in the vicinity. I also got wind of a possible gun range that currently Curtis Septic owned. There are home owners an all sides of the property and is not a safe location. I don't think we need another bar in this area giving out more liquor licenses is inappropriate. I am strongly suggesting that you must mail out this proposal to all property owners in the vicinity.

Additional Information:

Form submitted on: 10/12/2020 3:03:03 PM

Submitted from IP Address: 184.97.102.97

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.burnettcounty.com/Forms.aspx?FID=41>

~~MAP-20-10~~ and CUP-20-47

Towne, Jason

From: Kathleen Mails <markatretreat@centurytel.net>
Sent: Friday, October 16, 2020 11:12 AM
To: Towne, Jason
Attachments: Dear Land Use and information Committee Members.pdf

Please read and take into consideration our attached letter expressing our opposition to the rezoning and 180 unit campground that we believe will negatively impact Swiss Township.

Thank you.

Dear Jason Towne, Land Service Director and Land Use and information Committee Members,

We are writing to explain our views on why we are opposed to the proposed Conditional Use Permit #CUP20-47 request to add a major campground development In the Town of SWISS and asking you to take into account the major impact allowing this to move forward would have on the wildlife, environment, beauty of this township and to those of us who purchased land here because of the peacefulness that surrounds this gorgeous wooded and agricultural land.

Fifty-eight years ago, when I was 10 years old my family first discovered the beauty and peaceful surroundings of this area. At that time, we were camping at different spots in this area and learned to appreciate all it had to offer. As I grew older my dreams quickly turned in the same direction as so many others now residing in Burnett County which was to retire here away from the noise, pollution and overcrowding of larger cities. After being part timers for many years, spending just about every weekend and most vacations here our dream became a reality, and we were finally able to become permanent full-time residents. What a gift that has been.

We understand that growth is part of our townships future and necessary to some extent but Permit #CUP20-47 that is being proposed is over and above a reasonable addition and will certainly hurt this area more than improve it taking away the reason so many full time residents choose to live here by allowing the possibility of doubling swiss township population within 3 years.

The location of this proposed agenda, Permit #CUP20-47, is currently agricultural land adjacent to farmland owned by families who have spent their whole life working their property and our hearts aches for the impact this will have to their lives, live stock and property if this agenda is passed and allowed to go through.

The location of this agenda is also close to many clean lakes that will surely degrade as their usage increases if the opposed agenda is permitted to move forward, flooding this area with visitors. Some of these non-resident, non-voting, non-tax paying people who have no stake in this area, have shown they do not always respect the land and/or the tax paying property owners and permanent residents who reside here.

Please take into consideration the impact to permanent residents of this township such as impact to full-time residents' peace and quiet, the impact to our property value and do the right thing on November 3rd, 2020. Agree with the full-time voting residents who voiced their opposition and with the Town of Swiss Board who voted to oppose this zoning request and CUP at the meeting which was held at the Danbury town hall on October 14th. Vote to deny the zoning change request made by Johnson Enterprises and the Conditional Use Permit #CUP20-47 request made by Supervisor Austin to add a major campground development In the Town of SWISS. Any property owner who has applied for a permit from your office knows how passionate you are about preserving this amazing area and we hope your passion to continue that preservation follows through and you oppose the above rezoning and Conditional Use Permit request.

Thank you,

Kathy Mails
Mario Verduzco

~~MAP-20-10~~ and ~~CUP-20-47~~

Towne, Jason

From: C CMP <catherine.preus@gmail.com>
Sent: Friday, October 16, 2020 2:26 PM
To: Towne, Jason
Subject: Opposing North Camp Properties conditional use permit

Dear Mr. Towne,

As a lifelong visitor to Burnett County's beautiful lakes and forests, as well as a taxpaying citizen of the Midwest, I'm writing to strongly oppose the conditional use permit application of Greg Johnson and North Camp Properties LLC.

First, it seems an obvious conflict of interest that a county supervisor will be voting and making decisions on a development that he himself aims to profit from.

Second, the density and kind of year-round development proposed here is way, way too much for this lightly populated county. A full campground will overwhelm the amenities we enjoy (and pay for), from roads to ATV trails to the water and electric grids to the fire department.

Third, the surrounding fragile natural area can't handle that many more people, who will bring trash, sewage, and fuel use and leakage in surrounding lakes and trails.

This corner of Wisconsin that we all love just cannot withstand the onslaught of such a development.

Please turn down this application for a conditional use permit.

Sincerely,

Catherine Preus

Tabor Lake

~~MAP-20-10~~ and CUP-20-47

Towne, Jason

From: Jeremy Dahl <jeremydahl@yahoo.com>
Sent: Friday, October 16, 2020 3:06 PM
To: Towne, Jason
Subject: Greg Johnson and North Camp Properties I, LLC Conditional Use Permit Applications

Hi Jason,

My name is Jeremy Dahl and my family owns a cabin on Tabor Lake. I am writing you to express my concerns regarding the Greg Johnson and North Camp Properties I, LLC Conditional Use Permit Applications.

These concerns are:

1. Need for substantially increased policing, fire-fighting and medical services.
2. Increased crime and confrontations
3. Increased environmental damage to the lakes and forests, e.g. trash
4. Increased traffic leading to substantially more accidents, especially drunk drivers returning to the campsite.

For these and other reasons, I strongly encourage you to reject the permit applications.

Please let me know if you have any questions.

Thank you for your support,
All the best,
Jeremy Dahl

CUP-20-47

Towne, Jason

From: Patrick Hansen <protectbigwoodlake@gmail.com>
Sent: Wednesday, October 21, 2020 8:40 AM
To: Towne, Jason
Cc: Suzanne Vitale; Brent and Rhonda Sabin; CAROL+ STEVEN DOWNHOUR; Nick Vivian; Joe Cincotta
Subject: Input on #CUP-20-47
Attachments: CCoBWL_Letter_CUP-20-47.pdf

Jason -

Please see the attached. Hopefully this is in time to be included with your staff report. If not, please let me know and I will send it directly to the individual supervisors.

Thank you,

Patrick R. Hansen
Chair, Concerned Citizens of Big Wood Lake

Cc: Board of Directors of Concerned Citizens of Big Wood Lake
Cc: Nick Vivian, Joe Cincotta

Patrick R. Hansen
11465 North Shore Dr.
Grantsburg, WI 54840

October 21, 2020

To: Burnett County Land Use & Information Committee
c/o Jason Towne
7410 County Road K #120
Siren, WI 54872
RE: CONDITIONAL USE PERMIT #CUP-20-47

To the Members of the Burnett County Land Use & Information Committee:

I am writing on behalf of Concerned Citizens of Big Wood Lake to oppose this conditional use permit and any efforts to place a high-density RV park in the Town of Swiss.

Once again, we face a proposal for a high-density, high-intensity use RV park that is inconsistent with a Town comprehensive plan, incompatible with historic land use patterns, and encroaching on existing residential development. This project is similar to proposals that provoked overwhelming public opposition on Rooney Lake, Big Wood Lake, Devil's Lake, the Minerva Chain of Lakes, and Big Sand Lake.

The board of directors for Concerned Citizens of Big Wood Lake met this past Sunday evening (October 18th, 2020) and expressed our unanimous opposition to this project.

Burnett County needs recreational opportunities. We need projects that enhance our County for both residents and visitors. We also need sensible planning and thoughtful ordinances so that existing property owners know what to expect in the future and developers know when and where their projects are welcome.

We need a moratorium on "campgrounds" and RV parks in Burnett County while we work together as a community to update our ordinances to protect and preserve the quality of life we all love in this area.

Please vote to deny this conditional use permit application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick R. Hansen', with a stylized flourish at the end.

Patrick R. Hansen
Chair, Concerned Citizens of Big Wood Lake, UA
Cc: Board of Directors of Concerned Citizens of Big Wood Lake
Cc: Nick Vivian, Joe Cincotta

CUP-20-47

Towne, Jason

From: Judith Dykstra <townofswiss@yahoo.com>
Sent: Thursday, October 22, 2020 7:06 PM
To: Towne, Jason
Subject: Town of Swiss Response to Rezone and CUP
Attachments: 2020-11-03 Land Use Hearing Letter.pdf

Hello Jason,

Attached is the Swiss Town Board's response to the rezone and conditional use permit requests to the county for property in Swiss.

Thank you.

Judy Dykstra, Clerk
Town of swiss

TOWN OF SWISS
7551 Main Street, P.O. Box 157
Danbury, WI 54830-0157
(715) 656-3030 • fax (715) 656-7911
townofswiss@yahoo.com

October 22, 2020

Land Services Director Jason Towne and
Burnett County Land Use and Information Committee
7410 County Road K, 120
Siren, WI 54872

Re: Map Amendment #MAP-20-10 – Johnson Enterprises
Conditional Use Permit #CUP-20-47 – North Camp Properties I, LLC

Dear Director and Committee Members:

At the October 13, 2020, Swiss Town Board meeting, many town residents attended to present their opposition regarding the requests for the above noted rezone and conditional use permit.

In response to the request by Greg Johnson, representing Johnson Enterprises, to rezone four parcels from A (Exclusive Agriculture) to A-2 (Agricultural Residential) in Section 12, T41N, R16W and Section 7, T41N, R15W, the town board voted no.

In response to the request by Steve Austin on behalf of North Camp Properties I, LLC for a conditional use permit to construct a 180-unit seasonal campground, restaurant/bar and event center in Section 7, T41N R15W, the town board voted no.

The chair cites Municipal Code of Ordinances Sec.30-6. – Adoption of farmland preservation plan. The county board does, by enactment of Ordinance No. 2016-28, formally adopt the farmland preservation plan as part of the “Burnett County Year 2030 Comprehensive Plan” (including Volume 2: Plan Recommendations Report, and Volume 1: Inventory and Trends Report) pursuant to Wis. Stats. § 66.1001(4)(c).

Sincerely,

Swiss Town Board
Terrance Nelson, Chair
Gerald Pardun, Supervisor
George Costello, Supervisor

CUP-20-47

Towne, Jason

From: Towne, Jason
Sent: Friday, October 23, 2020 8:32 AM
To: 'Judith Dykstra'
Subject: RE: Town of Swiss Response to Rezone and CUP

Hi Judy,

I sent you the email where Mr. Austin is postponing his request. I believe the Land Use and Information Committee would like to see a response from the Town of Swiss which reflects the requirements from the law changes as part of 2017 WI Act 67. <https://docs.legis.wisconsin.gov/2017/related/acts/67>

“Substantial evidence” means facts and information, other than merely personal preferences or speculation, directly pertaining to the requirements and conditions an applicant must meet to obtain a conditional use permit and that reasonable persons would accept in support of a conclusion.

The town's decision to approve or deny the permit must be supported by substantial evidence.

Thanks,
Jason

From: Judith Dykstra <townofswiss@yahoo.com>
Sent: Thursday, October 22, 2020 7:06 PM
To: Towne, Jason <jtowne@burnettcounty.org>
Subject: Town of Swiss Response to Rezone and CUP

Hello Jason,

Attached is the Swiss Town Board's response to the rezone and conditional use permit requests to the county for property in Swiss.

Thank you.

Judy Dykstra, Clerk
Town of Swiss

CUP-20-47

Towne, Jason

From: Sara Warden <sarawarden77@gmail.com>
Sent: Sunday, October 25, 2020 5:29 PM
To: Towne, Jason
Subject: Against North Camp Properties Conditional Use Permit

Dear Mr. Towne,

I am writing to you in reference to the consideration of the North Camp Properties I, LLC Conditional Use Permit. I am writing to express our family's grave concern over this permit being approved and this campsite, and its additional facilities being built. The proposal is a massively dense and complex development for our lightly populated county, which is greatly out of proportion for our area, and would likely have a large negative impact if approved.

If this campsite was to be opened, there are not enough first responders in our area to see that our local residents and the campers from this property are adequately supported in times of need. With a potential of as many as several hundred additional people in the county, the likelihood of a steep incline of adventurers (and their chance for injury) radically increases. Thus, the need for emergency care, such as ambulances is vital-something that Danbury does not currently have.

Our family is also concerned about the impact of the great number of people and their vehicles; ATVs, campers, cars, trailers, trucks, and boats, which will likely lead to erosion, ruining of vegetation, and large swaths of bare soil that increase pollutants in the lakes, triggering algae blooms, and affecting fish production. These are often the results of "megasites" such as this proposed campsite. What is most frightening is how fast all this can happen. A thriving meadow can transform into a compacted, exposed patch of dirt in as little as ten nights with a tent on top of it, and once it's been used regularly for a season or two, it can take years, sometimes even decades to fully recover. The lakes in the area are too small to support so many new vacationers, and their health and balance would surely suffer from overuse.

Burnett County boasts incredibly beautiful and eco-balanced land. Our family feels that no amount of potential income for the county or the campsite's owners could outweigh the potential harm that could come to residents and campers alike, due to lack of infrastructure. Equally, the land cannot risk this disproportionately large proposal.

Thank you for your time and consideration in how this proposal can negatively affect our community.

Most Sincerely,

Sara and Christopher Warden, and the entire Warden/Gedman Family
30933 Red Fox Trail
Danbury, WI 54830

Towne, Jason

CUP-20-47

~~MAP-20-10~~

From: Karen <kocsmile@gmail.com>
Sent: Thursday, November 5, 2020 2:01 PM
To: Towne, Jason
Subject: 180 site campground

I wrote once before not sure if you received it.

As a property owner on Tabor lake I've great concern on the burden this campground will put upon on our existing community. This is a serious situation. As is we have no police dept ambulance service not enough staff in our sheriffs dept. Not to mention sewage treatment. More people on the trails harming the already damaged land. Please see consider the future of this precious land Sincerely KAREN O'Connor

Sent from my iPhone



Towne, Jason

From: Johnson, Tammy
Sent: Monday, December 28, 2020 9:26 AM
To: Towne, Jason
Cc: Lane, Ann
Subject: FW: Please Do Not Pass #CUP 20-47 for a Campground in Swiss Township

From: Ruth Olson <reolson3@wisc.edu>
Sent: Monday, December 28, 2020 9:21 AM
To: Bickford, Norm <cbdistrict11@burnettcounty.org>; Conroy, Craig <cbdistrict19@burnettcounty.org>; Awe, Charles <cbdistrict8@burnettcounty.org>; Anderson, Chuck <cbdistrict9@burnettcounty.org>; James Pearson <cbdistrict15@burnettcounty.org>; Blomberg, Brent <cbdistrict1@burnettcounty.org>; Paden, Jim <cbdistrict2@burnettcounty.org>; LandServices <landservices@burnettcounty.org>
Cc: MARK WAGLER <mwagler@wisc.edu>
Subject: Please Do Not Pass #CUP 20-47 for a Campground in Swiss Township

Dear Members of the County Land Use and Information Committee,

I am writing to express my opposition to the proposed RV campground in Swiss Township.

I am recently retired from work here in Madison, and for a long time I have dreamed of spending major portions of the upcoming years at our residence on Staples Lake. I grew up in the area, and still have family around Danbury, and so I have lots of reasons to continue making Swiss Township my retirement home. But the thought of having 180 RVs in my backyard, and the accompanying noise and stress on local roads and waterways destroys my desire to stay in the area.

You may be hearing from some people about how such a development will increase tourism dollars to the area, but I would like you to consider the dollars that people like my husband and I spend in Burnett County. We hire local people to plow our driveway in the winter, and we hire local people to cut down dangerous trees on our property, cut firewood, pump our septic tank, and provide gravel for our driveway. We buy grass seed, paint, equipment and other hardware at the local hardware store in Webster. We buy lumber at the lumber yard. We buy propane from Burnett County Dairy and electricity from Northwestern Electric. We buy gas and groceries locally as well. While we are just two people rather than a crowd of ATV fans, our commerce is steady and year-round, and we maintain our small bit of lakeshore and woodland property because we have a strong commitment to it. I think our situation reflects that of many property owners around Staples Lake.

I don't think that putting so many RVs back-to-back in a field will yield that kind of financial benefit to the county. I think that it will be unsightly, discouraging tourists who have more money to spend. I think RV residents will spend money on groceries and alcohol, rather than local services like property maintenance. They won't be supporting local businessmen, like roofers, carpenters, plumbers, electricians and others. I think our roads and other parts of our infrastructure will suffer, and there will be a need for increased policing.

Please don't allow the greed of this developer to influence this important decision. Especially after the economic challenges of the past year, it's time to slow down and reflect on what kind of development is best and most sustainable for Burnett County. The current plan sounds like a quick turn-around to make money for somebody, but it is not in the interest of local residents.

Thank you for considering our point of view.

Ruth Olson and Mark Wagler
31392 Staples Lake Road
Danbury

Towne, Jason

From: Judith Dykstra <townofswiss@yahoo.com>
Sent: Monday, December 28, 2020 10:48 AM
To: Towne, Jason
Subject: CUP-20-47 Town of Swiss Letter
Attachments: 2020-12-08 CUP 20-47 Letter to County-Town of Swiss.pdf

Hi Jason,
Attached is the Town of Swiss letter on CUP-20-47 to include in the packet. Thank you.
Judy
.

On Monday, December 21, 2020, 04:50:54 PM CST, Towne, Jason <jtowne@burnettcounty.org> wrote:

Cutoff to get in the digital packet is end of the day on 12/28 for the 1/5 items. Thanks

Jason