

9. Unfinished Business

A. Update, discussion and possible action for the Lake Lane Town property, determine if the Town has a desire to pursue a rezone and conditional use. Total costs in my estimation could exceed \$5,000 and/or determine if the Town has a desire to revoke, amend or replace the existing agreement. – Supervisor Smith

B. Discussion and possible action to request Supervisor Church provide an update at the next board meeting on the 60-acre trail project on Town Property near Army Lake. – Chairman Jones

C. Discussion & Possible Action to approve the Letter submitted to WALCO related to Hwy 20 and Townline Rd—no memo required. – Supervisor Reyes

10. New Business

A. Discussion and Possible action to approve 2026-2027 Liquor Licenses and Operator's Licenses per the 2026 Liquor and Operator Licenses spreadsheet

B. Discussion and Possible action to approve resolution 2026-11 consistent with the Lake Beulah Management District proposed advisory, recommending Wake Enhancement activities to occur in 2 specified zones of 25 feet of water, and 500 feet from shore on Lake Beulah, including placing signage with maps at the Wilmer Landing Rd – Lake Beulah Boat Launch. These recommendations would be for the 2026 summer boating season, ending on September 30th, 2026. – Supervisor Fons

C. Discussion and Possible action to authorize Attorney Mills to draft an ordinance to require pier owners on all Town of East Troy piers (Army, Beulah and Potter) to display their address at the end of the pier. Addresses must include house number and street and be reflective so that the information can be seen at night. – Supervisor Church

D. Discussion and Possible action to take steps to make the Jim Byrnes Memorial Park ADA Compliant, allocating funds during 2027 Budget Workshops to initiate steps toward making the JBMP accessible to those with handicaps. – Supervisor Church

E. Discussion and Possible action to authorize Supervisor Church, Park Committee Member Ken Zess and DPW Superintendent Scheel the autonomy to select the locations for the placement of a donated tree and/or a perennial garden in the Jim Byrnes Memorial Park. This donation is from the family of Deana Byrnes, the spouse of the park's namesake. The tree donation or perennial/butterfly garden would occur in the fall. – Supervisor Church

F. Discussion and Possible action to authorize Supervisor Church to use Town of East Troy letterhead to give East Troy High School (ETHS) students thank you letters and reference letters for the collaborative work they did for the Jim Byrnes Memorial Park (JBMP). Students built the Giant Adirondack Chair and completed landscaping improvements. – Supervisor Church

G. Discussion and Possible action to authorize Supervisor Church to forward Dear Editor letters to the East Troy Times/News publicly thanking ETHS students for their efforts to build Giant Adirondack Chair and complete landscaping improvements. – Supervisor Church

H. Discussion and Possible action to authorize Supervisor Church the autonomy in the future to send these letters to students (of any age range that participate), media outlets and other involved parties in future years without having to come before the Town Board for approval. This would be limited to the letters of similar content as provided as examples in this packet. – Supervisor Church

I. Discussion and Possible action to approve Resolution 2026-12 Resolution Approving Town Board Appointments – Chairman Jones

J. Discussion and Possible Action to postpone Multi-Use Trail grant funding for 2026. – Chairman Jones

K. Discussion and Possible Action to continue the Town of East Troy's involvement in the next TAP Grant Funding application cycle hoping to secure greater funding. – Chairman Jones

L. Action to authorize Chairman Jones to communicate the board's decision regarding the Multi-Use trail, as voted on in 10J and 10K above, to the Village of East Troy and Village of Mukwonago. – Chairman Jones

M. Discussion & Possible Action regarding the Citizen Concern pertaining to the Former Lindey's Property (see attached Memo) – Supervisors Church and Reyes



Agenda Memorandum

To: Town of East Troy Board

From: Ben Smith, Supervisor

Date: June 2, 2026

Regarding Agenda For: June 8, 2026 Board Meeting

Agenda Topic: Update, discussion and possible action for the Lake Lane Right of Way (ROW) property.

Background & Analysis: During the 5/11/2025 and 5/13/2025 board meetings we discussed the Potters Lake Protection & Rehabilitation District (PLPRD) use of the property to store a weed harvester and related equipment. It was understood at the time that there had been a long-standing albeit informal agreement between the Town and PLPRD where PLPRD would maintain the property and store the equipment on-site.

Chairman Jones outlined steps to consider to create a formal agreement with PLPRD and to convert the ROW into a property zoned P-1 which allows for the storage of weed harvesting equipment.

There have been a number of discussions with town and county personnel and correspondence with PLPRD since. I have included a brief summary below. I have also attached the actual correspondence.

- **6/1/2026** – Darrin Schwanke (Walworth County LURM) clarified that the county has rezoned dead-end roads adjacent to lakes to P-1 at the request of the respective townships. The Town is not required to rezone the ROW.
- **6/1/2026** – Cathy Schulz (PLPRD), in response to the Town, mentioned discovering a reference to a 1998 lease agreement with the Town.
- **6/3/2026** – Chairman Jones discovered a copy of the 1998 lease agreement at the town hall.

In light of this new information I propose the following for discussion and possible action:

1. Determine if the Town has a desire to pursue a rezone and conditional use. Total costs in my estimation could exceed \$5,000.
2. Determine if the Town has a desire to revoke, amend or replace the existing agreement.

Archived: Thursday, June 4, 2026 1:30:50 PM
From: "Schwanke, Darrin"
Mail received time: Mon, 1 Jun 2026 20:37:49 +0000
Subject: Re: Town of East Troy - Lake Lane ROW

Hello Ben,

I am sorry for the delay in getting back to you regarding this issue. The County would not require the Township to rezone or get a conditional use permit for land that is within the Town Road right-of-way.

Based on our review we did find the Town of Whitewater did this very thing where they requested their dead-end roads adjacent to lakes be rezoned to P-1. Two of those roadways they rezoned they came in a couple years later and obtained a conditional use permit to do weed harvesting activities from them. Your scenario is really close to these but looking at the file they were requested by the Township and not required by the County.

Hopefully this helps clarify things for this issue.

Regards,



Darrin Schwanke
Code Enforcement Officer
Land Use & Resource Management Dept.
Phone: (262) 741-7905
100 W Walworth St., PO Box 1001
Elkhorn, WI 53121
dschwank@co.walworth.wi.us

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From: Ben Smith <bsmith@townofeasttroywi.gov>
Sent: Tuesday, May 19, 2026 11:56 AM
To: Schwanke, Darrin <dschwank@co.walworth.wi.us>
Cc: James R. Mills <jim@millsboehm.com>
Subject: Town of East Troy - Lake Lane ROW

âš ĩ **CAUTION: External Email**

This message originated outside the organization. **Be cautious** with links, attachments, and any requests for sensitive information.

Hi Darrin,

Could you clarify the County's authority or desire to enforce zoning in a Town ROW? I've copied the Jim Mills on this correspondence and his questions are *italicized* below.

I am now wondering that since the area that is being used to store PLPRD lake management equipment is actually in a Town ROW, why would the County care how a ROW is zoned? It probably shouldn't. Maybe that is why nothing has been done about the PLPRD activities at that location for decades?

Regards,

Ben Smith, Town Supervisor

Town of East Troy

N9330 Stewart School Road

East Troy, Wisconsin 53120-0872

Office: (262) 642-5386

Fax: (262) 642-9701

bsmith@townofeasttroywi.gov

<https://www.townofeasttroywi.gov/>



June 1, 2026

Joseph G. Jones
Chairman
Ben Smith
Supervisor
Town of East Troy
N0993 Stewart School Road
P.O. Box 872
East Troy, WI 53120-0872

Via Email Only to jjones@townofeasttroywi.gov and bsmith@townofeasttroywi.gov

Dear Chairman Jones and Supervisor Smith:

This letter is written in response to Chairman Jones's email of May 14, 2026, and Supervisor Smith's email of May 29, 2026.

The matter raised in Chairman Jones's email was discussed at a special meeting of the Potters Lake Protection & Rehabilitation District. The PLPRD desires to reach a final resolution of the issues raised and acted upon by the Town Board through an appropriate intergovernmental agreement. In order that both the Town Board and the PLPRD are working with the same factual background and historical use, we believe that it is important that the PLPRD share with the Town Board information that may not be readily available to the Town Board.

Since 1984, the PLPRD has been authorized by the Town of East Troy to use the property located on Lake Lane for storage of the weed harvester and conveyor, the placement of a pier for use of that equipment, and the placement of a storage building on the property. To do so, the PLPRD has been required to maintain the property and to pay the electric bill associated with the property. In 1998, the informal, permissive use of the property was converted into a ten-year lease, which was automatically renewed for additional ten-year periods at a rental fee of \$1.00 per year. The PLPRD believes that the lease is currently in full force and effect and that the Town Board's action on May 13 is in direct violation of the lease.

While the PLPRD believes that the lease resolves this issue, the PLPRD wants to work with the Town Board to address concerns and create a more formal agreement. To that end, the Town Board should be aware that the PLPRD maintains a Comprehensive Liability Policy of insurance with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate on an annual basis that covers both PLPRD property and liability claims.

Joseph G. Jones, Chairman
Ben Smith, Supervisor
June 1, 2026

Additionally, PLPRD is perplexed as to zoning concerns, as the area that the Town has leased to PLPRD is not a zoned parcel, but rather is a road right of way for Lake Lane which has never been opened as a road, but appears to have been a road dedication which was accepted by the Town and is a “road” while not being used as such.

As a result, the PLPRD does not understand why the Town wants to have a road rezoned or why a conditional use permit would be needed. The draft intergovernmental agreement forwarded to PLPRD is a form document that is not really useful in the current setting, given the fact that a road and road right of way are being used. PLPRD would like to engage in direct discussion of the intergovernmental agreement between PLPRD’s attorney, Chris Trebatoski, and the Town’s attorney, Mr. Mills. That way, issues with respect to wetland delineation, surveys, and other cost items can be identified and addressed as part of the agreement itself.

Since there is a lease in place for the use of the area, PLPRD will not be removing the harvester. Please let us know who we can talk with to create an appropriate intergovernmental agreement so that this matter is clarified to the extent that is necessary, and so that the agreement fits the circumstances to which it applies rather than a situation that does not exist.

Potters Lake Protection & Rehabilitation District

Cathy Schulz, Chairperson

TOWN OF EAST TROY BOARD MEETING
AUGUST 24, 1998

The MEETING was called to order at 7:30P.M. by Chairman Montez. Present were Supervisor Esposito, Supervisor Kranitz, Clerk/Treasurer Wargin, Deputy Treasurer Davis and Attorney Hudec. Also in attendance were approximately 50 citizens.

The MINUTES of the July 20, 1998 meeting were presented. Supervisor Esposito moved to approve the minutes as presented. Supervisor Kranitz seconded the motion. The motion carried by unanimous vote.

The TREASURERS REPORT, was presented by Deputy Treasurer Davis for the month of July. Supervisor Kranitz moved to approve the treasurers report as presented. Supervisor Esposito seconded the motion. The motion carried by unanimous vote.

The LIBRARY REPORT was presented by Jean Holloway. The Library is working on the 1999 budget at this time.

The FIRE DISTRICT - none.

The RECYCLING REPORT, was presented by Supervisor Esposito. The members will be starting on the recycling grant for 1999. The Town is at 21% recycling at this time.

The July POLICE REPORT was presented by Chief Surges.

The DEPARTMENT OF PUBLIC WORKS report was presented by Greg Twelmeyer. Sanitary District 3 will be replacing the fire hydrant in Beulah Station. Greg reported on the three things that the Public Service Commission is requiring.

The PUBLIC COMMENTS, Bob Wilke requests that copies of the Town Board Minutes be sent monthly to Miramar Property Association. Bob Wilke questioned Ash Street being repaired in 1998 or 1999. Bob Wilke questioned who owns the property where the gate was put up at the lift station. Discussion followed.

Don Schmidt reported that there is a run off on Miramar Drive, questioned that being a Town or Property Association problem. Discussion followed. Greg Twelmeyer will meet with Don Schmidt and check the problem.

Doreen who lives in Miramar questioned having street lights in the Miramar Subdivision.

A representative from the F & M Bank presented a program where the bank would accept the tax payments. Discussion followed.

The PLANNING COMMISSION report was read by Chairman Montez.

TOWN OF EAST TROY BOARD MEETING
AUGUST 24, 1998

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Supervisor Esposito moved to support the Planning Commissions recommendation and approve the land division on St. Peters Road, PET19-1A and PA1696-1, by Gerald Pontel, with deed restrictions of not being divided further and not to be annexed into the Village. Supervisor Kranitz seconded the motion. The motion carried by unanimous vote.

Supervisor Esposito moved to support the Planning Commissions recommendation and approve the rezone request on Stone School Road from A-1 and C-2 to A-2, P-2 and C-2 by Mukwonago Baptist Church with a non annexation clause. Supervisor Kranitz seconded the motion. The motion carried by unanimous vote.

Under OLD BUSINESS:

Walworth County has discussed the pay back with Attorney Hudec and this will be on the September agenda.

Clerk Wargin reported on the request to take census in the year 2000.

Chairman Montez reported on the Dockside Pier application. Discussion followed.

Chairman Montez asked for any residents in support of the stop signs in the Miramar Subdivision:

#1. Don Schmidt, requests stop signs be put up and not yield signs. They want stop signs on White Oak.

#2. Sean Shea, Ash Street, requests something be one soon and not delay action on this issue.

#3. Terry Johnson, Ash Street, reported on near accidents that have happened in the area.

#4. Kim Anderson, 1001 Miramar Drive, reported on an accident that occurred in front of her residence.

#5. Male, Cedar Avenue, reported on an accident that occurred in the area. There is a problem on Stone School Road at Miramar.

#6. Bob Wilke, N9112 Ash Street, reported a number of vehicles out of control in the area. The signs were taken down at that time, along with a tree.

Chief Surges reported that we don't want to create a problem by placing signs at the intersections. It may create more accidents.

No one spoke in opposition of the stop signs.

Supervisor Esposito moved to appropriate sufficient funds to place stop signs in Miramar Subdivision, under the direction of Chief Surges and Greg Twelmeyer, D.P.W. Supervisor Kranitz seconded the motion. Discussion followed. The motion carried by unanimous vote.

TOWN OF EAST TROY BOARD MEETING
AUGUST 24, 1998

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Under NEW BUSINESS:

Clerk Wargin reported that the garbage contract is coming up for renewal.

Clerk Wargin reported that the assessor contract is up at the end of this year.

Supervisor Kranitz moved to approve the Police Contract. Supervisor Esposito seconded the motion. Discussion followed. The motion carried by unanimous vote.

ATTORNEY REPORT:

Attorney Hudec read Resolution 98-8, Potters Lake District Resolution.

Supervisor Esposito moved to approve Resolution 98-8 as read. Supervisor Kranitz seconded the motion. Discussion followed. The motion carried by unanimous vote.

Attorney Hudec read Ordinance 98-6 to amend the Subdivision Ordinance.

Supervisor Esposito moved to approve the amended Subdivision Ordinance 98-6. Supervisor Kranitz seconded the motion. Discussion followed. The motion carried by unanimous vote.

Clerk Wargin presented the license applications:

Dawn M. Filtz, Dockside
Joan Courtier, Sawyers Meat Plant
John Tamozyan, Roma's
Timothy Webber, Roma's
Justin Verimiyeau, Roma's
Patricia Collamore, Roma's

Supervisor Kranitz moved to approve the Operator License applications, contingent on proof of the beverage course. Supervisor Esposito seconded the motion. Discussion followed. The motion carried by unanimous vote.

PENDING MEETINGS:

09/22/98 - ETZ Meeting, Village Hall, 7:30 P.M.
09/08/98 - Election, Town Hall, 7:00 A.M. to 8:00 P.M.
09/03/98 - Planning Commission Meeting, Town Hall, 7:30 P.M.
09/16/98 - Planning Commission Meeting, Town Hall, 7:30 P.M.
09/21/98 - Town Board Meeting, Town Hall, 7:00 P.M.

RESOLUTION 98- 8

TOWN OF EAST TROY RESOLUTION AUTHORIZING THE TRANSFER OF PROPERTY TO THE POTTER'S LAKE REHABILITATION DISTRICT

Whereas, the Town of East Troy owns property in the Town of East Troy adjacent to the west shores of Potter's Lake, such property known as Lake Lane, the George Love conservancy property and the Town Park property formerly known as the Torpe property; and

Whereas, the Potter's Lake District has agreed to assume control and ownership of such property in furtherance of its purposes under Chapter 33 to preserve lake water quality on Potter's Lake and to protect environmentally sensitive property adjacent to it;

Now, Therefore, the Town of East Troy does hereby resolve as follows:

I. That the aforesaid properties, referenced in deeds attached as Exhibits "A" and "B" are hereby transferred to the Potter's Lake Rehabilitation District.

1. Such transfers to the Lake District shall be of property subject to existing deed restrictions, including deed restrictions to the former owners and/or to the Department of Natural Resources, which partially funded their acquisition. All such property shall be kept in a passive, natural recreational use, as further limited by these Deed Restrictions.

2. Insofar as the property identified in Exhibit "C" is an unopened Town right-of-way which potentially provides access to the shore and the Town does not desire to vacate the same, but to transfer maintenance and control over such lane to the Potter's Lake Rehabilitation District, the Town does hereby grant to the Lake District at ten (10) year lease of such property wherein the District will have total control and full maintenance and liability issues over such lane in return for the sum of \$1.00, such payment being hereby acknowledged by virtue of the passage of this resolution and a hold harmless and indemnification agreement as to any claims or actions that may relate to such lane during the term of this lease. This grant of lease rights shall be deemed automatically renewable unless revoked by the Town of East Troy prior to its expiration. Such extension shall be for an additional ten (10) years and this lease shall automatically continue to renew unless revoked by future actions of the Town Board prior to such expiration anniversary dates.

3. That to the extent possible, that authority is hereby given to the Potter's Lake Management District to utilize the roadway known as "Lake Lane" at its southerly end where it accesses Potter's Lake for weed harvesting and related activities. This transfer shall be deemed subject to the Potter's Lake District Management District holding the Town of East Troy harmless for such activities and for any claims that relate to exclusive use and control of that area. To the extent that Lake Lane may be a deeded public access, that this agreement shall only be deemed to transfer such rights as the Town of East Troy may lawfully transfer to the Lake District. That this

authorization as to Lake Lane may be revoked at any time upon a majority vote of the Town of East Troy.

Dated this _____ day of _____, 1998.

TOWN OF EAST TROY

By: _____
Clayton Montez, Chairman

Attest:

JoAnn Wargin, Clerk

Motion made by _____, motion seconded by _____. Resolution passed on a vote of _____ to _____.

Town of East Troy
N9330 Stewart School Road
PO Box 872
East Troy, Wisconsin 53120

**INTERGOVERNMENTAL COOPERATION
LAND USE AGREEMENT**
66.0301 Intergovernmental Cooperation
Wis. Stats

THIS INTERGOVERNMENTAL COOPERATION LAND USE AGREEMENT (Agreement) is made by and between the Town of East Troy and Potter's Lake Protection and Rehabilitation District.

WHEREAS, the Owner is defined as the Town of East Troy, Wisconsin, Walworth County.

WHEREAS, the **Easement Holder** is defined as Potter's Lake Protection and Rehabilitation District (PLPRD), holding the permission or right to use the Owner's property for the specific purpose of storing weed harvesting operation equipment and performing lake maintenance for Potter Lake located in the Town of East Troy, Wisconsin, Walworth County; and

WHEREAS, the Owner owns certain real property located at the termination of Lake Lane **in the Town of East Troy, Walworth County, Wisconsin**, that is further described see attached Exhibit A and referred to in this Agreement as the "Premises"; and

WHEREAS, the **Easement Holder** desires to park a weed harvester and elevator and unload weeds from the harvester into a truck parked on land. As a mutual benefit the PLPRD will keep the property clean, maintain the existing PLPRD owned shed in good condition, mow the grass and maintain the property in good uncluttered condition; and

WHEREAS, a WE Energies utility light pole currently exists on-site and PLPRD has paid for all related energy charges associated with this utility light pole for several decades, PLPRD will continue to be responsible for all energy costs leveled by WE Energies associated with energy charges on this property; and

WHEREAS, the Owner is willing to allow the staging of the weed harvester, elevator, shed and property maintenance agreement on this property under the terms of this Agreement; and

WHEREAS, the **Easement Holder** waives any and all claim it has, or may have had, now or in the future, to ownership of the property described herein by adverse possession or otherwise.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration of the sum of **\$0.00 and 00/100 Dollars and mutual benefits**, the receipt and sufficiency of which are hereby acknowledged, the Owner and **Easement Holder** agree to the following terms and conditions:

1. **Purpose.** Owner agrees that Permittee may unload weed from the harvester onto the elevator into a truck to haul the weeds away.

2. **Parties.** The terms Owner and **Easement Holder**, when used herein, shall mean either singular or plural, as the case may be, and the provisions of this Land Use Agreement shall bind the parties mutually, as well as their employees, agents and legal representatives.
3. **Term.** This Land Use Agreement documents the past usage of this property per past verbal agreement with the Town and shall remain in effect, commencing upon this signed and dated agreement which shall terminate in two (2) years. At that time the terms of a renewed Land Use Agreement may be renegotiated subject to the terms of termination below.
4. **Termination.** The Owner may terminate this Agreement by providing 90 days' written notice to **Easement Holder** if the Owner determines that the continued use of the Premises by the **Easement Holder** will interfere with the future management objectives of the Owner. If the Owner determines that **Easement Holder** breached any term or condition contained in this Agreement, Owner may terminate the Agreement immediately. Additionally, should the Town be sued by a resident for allowing said usage in the Town Right of Way (ROW) or should the County seek to enforce an alleged Zoning Code violation against the Town for the uses being allowed under this Land Use Agreement, the Owner may immediately terminate the Agreement. The **Easement Holder** may terminate this Agreement by providing 90 days written notice to the Owner if the **Easement Holder** determines that the continued use of the Premises is no longer necessary.
5. **Non-Assignment.** The **Easement Holder** may use their current subcontractor/s without prior written consent of the Owner as long as the subcontractor/s provide a Certificate of Liability insurance to the **Easement Holder** and name the Town of East Troy as an additional insured party. **Easement Holder** will keep all current Certificates of Liability insurance on file for Owner's review, by request.
6. **Maintenance.** The **Easement Holder** shall maintain the Premises in good condition at all times, keep the area clean of litter, mow the lawn on a regular basis, trim weeds as necessary during the weed harvesting season.
7. **No Parking or Storage.** The **Easement Holder** is permitted to store the weed harvester, conveyor and shed on the Premises to support weed harvesting operations and maintenance of the property during the weed harvesting season. It is understood that the dump truck will be parked under the elevator during active weed harvesting, otherwise the dump truck will be stored off premises.
8. **Construction.** The **Easement Holder** has or shall submit for approval to the Owner a plan describing the intended placement or construction of any items on the Premises other than those identified in this Agreement. No deviations from this approved plan shall be allowed except with the prior written approval of the Owner. Within ten (10) days after the termination of this Agreement, the **Easement Holder** shall remove all structures placed on the Premises. If the **Easement Holder's** structures remain on the property more than 15 days after termination, (1) title to the structure(s) shall vest in the Owner, or (2) the Owner may remove the structure and the **Easement Holder** shall reimburse Owner for all removal costs within thirty (30) days of billing.

9. **Signage.** Any signs, postings and other markers proposed by **Easement Holder** to be located on the Premises shall be approved by the Owner prior to placement.
10. **Vegetative Management.** No cutting or trimming of trees shall be done without the prior written approval of the Owner. Dead and down trees that obstruct passage of the Premises may be removed by the **Easement Holder** without such written approval from the Owner. All stumps, waste materials and other debris shall be disposed of by the **Easement Holder**. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Owner. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at [Pesticides Policy | FSC Connect](#) or supplied by Owner's DPW Superintendent.
11. **Indemnity.** The **Easement Holder** agrees to save, keep harmless, defend and indemnify the Owner and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state, municipality or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Agreement or with any actions or omissions of **Easement Holder's** employees, agents or representatives.
12. **Prohibitions.** The **Easement Holder** shall not allow grazing on the Premises. The **Easement Holder** shall not disturb or harass wildlife or disturb wildlife habitat on the Premises.
13. **State & Town Laws Enforcement.** The Owner retains management, supervision and control over the Premises for the purpose of enforcing pertinent state and town laws needed to protect the Premises, its natural resources or the general public.
14. **Hunting and Fishing.** This Agreement does not give the **Easement Holder**, its guests, members or agents, any rights pertaining to hunting, fishing, or trapping from the lakeshore of this property.
15. **Renewal.** This Agreement may be renewed pursuant to the language in paragraph #3 above.
16. **Entire Agreement.** This Agreement, together with the specifications in any required plan and its referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to this Agreement are hereby superseded.
17. **Invalidity.** If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
18. **Enforcement.** It is intended that this Agreement shall be construed as being adequate and legally enforceable. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or

condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief.

- 19. **Headings.** The headings of clauses contained in this Land Use Agreement are used for convenience and ease of reference only and do not limit the scope or intent of the clause.
- 20. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
- 21. **Additional Conditions.** Additional terms and conditions that apply to this Agreement are enumerated below:

Prior to **Easement Holder's** use, **Easement Holder** will provide the Owner with a Certificate of Insurance, demonstrating adequate liability coverage and naming the Owner as an additional insured to protect against any and all claims for damages or injury occurring on the Premises during an active term of this Agreement.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF, the **Easement Holder** and Owner hereby accept and consent to the terms and conditions of this Agreement.

Dated: June 8, 2026

Signature: _____

JOSEPH G. JONES, Town Chairman

Town of East Troy

Dated: _____

Signature: _____

CATHY SCHULZ, Chair

Potter's Lake Protection & Rehabilitation District

Exhibit A – Land Survey and Wetland Delineation