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☛ Informational hearing May 23, 2006: Conservation easements

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2005-06

(session year)

Assembly

(Assembly, Senate or Joint)

Committee on Forestry...

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
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INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
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- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
(**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
(**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Stefanie Rose (LRB) (July 2013)

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT (this "**Conservation Easement**") is entered into this ___ day of _____, 200 __, (the "**Effective Date**") by and between [**To be inserted - CF/FIA entity**], whose address is _____, ("**Grantor**") and [the State of Wisconsin, Department of Natural Resources, whose address is 101 South Webster Street, Madison, Wisconsin 53703 **OR** The Nature Conservancy, a non-profit corporation of the District of Columbia, with its principal office at 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203 and having a place of business at 633 West Main Street, Madison, Wisconsin 53703] ("**Grantee**").

RECITALS

[**note to Drafter: select county in 1.1 as appropriate to legal description**]

A. Protected Property. Grantor is the owner of certain real property located in [Florence, Forest or Marinette] County, Wisconsin, consisting of approximately _____ acres and legally described on Exhibit A which is attached hereto and incorporated herein by this reference (the "**Protected Property**").

[**note to Drafter: select the version of 1.2 appropriate to describe Grantee. Include both if State will purchase Conservation Easement from TNC after close.**]

B. Qualified Organization. The Nature Conservancy is a non-profit corporation created to preserve and conserve natural areas for aesthetic, scientific, charitable and educational purposes and is an organization qualified to hold conservation easements under Section 170(h)(3) of the Internal Revenue Code (the "**Code**"), as that section may be amended from time to time.

OR

B. Authority. [**note to Drafter: delete material in brackets if not Forest Legacy funded**]. The State of Wisconsin, Department of Natural Resources, is a governmental entity with the commitment to preserve the conservation values of the Protected Property and is qualified to hold conservation easements pursuant to Section 170(h)(3) of the Internal Revenue Code (the "**Code**"), and authorized to hold this Conservation Easement under s. 700.40, Wis. Stats., [and pursuant to the Forest Legacy Program as established in Section 1217 of Title XII of the Food, Agriculture Conservation and Trade Act of 1990 (16 U.S.C. Section 2103(c)) which was created "to protect environmentally important private forest lands threatened with conversion to non-forest uses" and to promote forest land protection and forest productivity, and other conservation opportunities.]

C. Protected Property - General Description. The Protected Property, in its present state, has significant natural, aesthetic, scientific, economic and educational values as a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Code, and in the regulations promulgated thereunder. Furthermore, the Protected Property has been historically managed for the commercial production of timber and

related forest products, and in its present condition contributes substantially to the economic, environmental and social well being of Wisconsin.

[Note to Drafter: Delete if no Forest Legacy funds are used to acquire this area.]

D. Forest Legacy Area. The Protected Property is located within the Northern Forest Legacy Area identified in Wisconsin's Statewide Assessment of Need for the Forest Legacy Program in Wisconsin (Wisconsin Department of Natural Resources, 2000) and approved by the United States Department of Agriculture on January 16, 2001. The Protected Property is a large block of forest threatened by development and has the potential to maintain a productive forest land base and healthy environment where the wildlife, fish and biodiversity of plant and animal life will benefit from protection. The priorities established by the State of Wisconsin for the Forest Legacy Program include maintaining the productivity of such forest land and protecting it from development and fragmentation.

E. Landscape. The Protected Property is located in the Temperate Broadleaf and Mixed Forests Ecoregion Habitat Type which is a landscape-scale, large and relatively unfragmented area of native upland forests, lowland forests and other habitats. This landscape was identified by the parties hereto and **[Note to Drafter - choose appropriate entity - The Nature Conservancy and the Wisconsin Department of Natural Resources]** as a priority for the conservation of terrestrial and aquatic biodiversity native to the Superior Mixed Forest and Great Lakes regions of North America.

F. Public Land and Water Resources.

The Protected Property contains lands and waters important to the public that will provide for the preservation and conservation of certain upland and lowland forest types including **[Note to Drafter - please confirm forest types for each easement - Northern Hardwood; Hemlock Hardwood; Hemlock; Spruce; Cedar; and Tamarack Forests]** and related habitats.

The Protected Property includes lakes (including **[Note to Drafter - please confirm in each easement - Porcupine Lake]**), rivers, wetlands, corridors for wildlife movement, rare plants, and habitat for plants and animals each of which is in a relatively natural and undeveloped condition. The Protected Property includes portions of or tributaries to the **[Note to Drafter - please confirm in each easement - Pine River and Popple River]**, each of which is classified as a Wild River.

The Protected Property is adjacent to and contiguous with several blocks of forest that are publicly owned, including **[Note to Drafter - please confirm in each easement - Chequamegon-Nicolet National Forest; Florence, Forest, and Marinette County Forest Land]**, and public land managed by the State of Wisconsin Board of Commissioners. This Conservation Easement will connect these blocks of publicly owned forest.

G. Threats. The Protected Property is primarily threatened by societal pressures to convert the existing forested landscape into developed land and by habitat loss due to fragmentation and parcelization. Fragmentation and associated impacts from incompatible development would lessen the quality of habitat for wide-ranging species and migratory birds and could lead to increased introductions of non-native species. Development of the Protected Property would likely occur along the lakeshore and riparian areas, resulting in degradation of quality shoreline

habitat for birds and amphibians while also producing negative impacts on water quality through the use of fertilizers, chemicals on lawns and septic systems.

CONVEYANCE

Grantor hereby grants and conveys to Grantee and Grantee hereby accepts a perpetual Conservation Easement in and to the Protected Property. This Conservation Easement consists of the following terms, covenants, and restrictions and affirmative rights granted to Grantee and reserved by Grantor, which shall run with and burden the Protected Property in perpetuity, and for and in consideration of Ten and No/100 Dollars (\$10.00), the Purpose, the terms, covenants, restrictions and rights set forth herein and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, and in particular s.700.40, Wis. Stats., Grantor and Grantee, intending to be legally bound, do hereby mutually agree as follows:

1. PROPERTY REPORT

1.1 Property Report.

- 1.1 Grantee has prepared written materials, maps, and photographs that document the Conservation Values, as defined below, and other features of the Protected Property in more detail ("**Property Report**").
- 1.2 The Property Report shall be executed by both Grantor and Grantee. Grantor and Grantee acknowledge that, to the best of their individual knowledge, the Property Report reflects the condition of the Protected Property as of the Effective Date. The Property Report is incorporated herein by this reference. A copy of the fully executed Property Report shall, at all times, be kept on file at the office of the Grantee, and be made available for review by Grantor upon written request.

2. CONSERVATION VALUES AND PURPOSE

2.1 Conservation Values Defined. For the purposes of this Conservation Easement, the term "**Conservation Values**" means the natural, scenic, recreational and open space values of the Protected Property; natural resources including native flora and fauna and the ecological processes that support them; upland and lowland forest communities; neotropical migrant songbirds, threatened and endangered animal species and other animals; air and water quality including tributaries to Wild Rivers, natural lakes and riparian and aquatic habitats; all of which are identified more specifically in this Conservation Easement and in the Property Report referred to herein.

2.2 Purpose. The Purpose of this Conservation Easement is to forever conserve the Protected Property for the following purposes (hereinafter, collectively, the "**Purpose**");

- 2.2.1 To assure long-term, professional forest management on the Protected Property for the production and harvesting of economically valuable timber and related forest products.
- 2.2.2 To protect in perpetuity the Conservation Values of the Protected Property and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values; and
- 2.2.3 To provide opportunities for public recreation in perpetuity including but not limited to fishing, hunting, hiking, cross-country skiing, and sight-seeing in a manner that is consistent with the purposes of this Conservation Easement.

[Note to drafter: include only if Conservation Easement is acquired with Forest Legacy funds.]

- 2.2.4 To implement the Forest Legacy Program in accordance with the provisions of Title XII of the Food, Agriculture, Conservation and Trade Act of 1990, 16 U.S.C. § 2103c *et seq.*, on the Protected Property, which purposes include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and promoting traditional forest resource uses, such as forest management and timber harvesting, and forest land protection. This purpose also includes the protection of important recreational, scenic, cultural, fish, wildlife and other forest resources, riparian areas, and other ecological values;

The order in which the elements of the Purpose appear above does not reflect or imply a ranking of priority or importance among the elements of Purpose.

3. DEFINITIONS

Definitions. As used in this Conservation Easement, the following terms, when capitalized in the text, shall have the following definitions:

3.1 Access Corridor. "**Access Corridor**" means private roads on the Protected Property suitable for use by licensed highway vehicles as defined by the Wisconsin Department of Transportation or its successor agency. Access Corridors in existence as of the Effective Date are generally described and designated in the Property Report. Relocated Access Corridors will be described and designated in any subsequent amendment or revision to the Forest Management Plan as described below.

3.2 All-Terrain Vehicle. "**All-Terrain Vehicle**" means, as defined in s. 340.01 (2g), Wis. Stats., "an engine-driven device which has a net weight of 900 pounds or less, which has a width of 48 inches or less, which is equipped with a seat designed to be straddled by the operator and which is designed to travel on 3 or more low-pressure tires. A low-pressure tire is a tire which has a minimum width of 6 inches, which is designed to be mounted on a rim with a maximum diameter of 12 inches and which is designed to be inflated with an operating pressure not to exceed 6 pounds per square inch as recommended by the manufacturer."

3.3 BMPs. "**BMPs**" shall mean the Best Management Practices for water quality assurance as set forth in the *Wisconsin's Forestry Best Management Practices for Water Quality Field Manual* (Forestry Publication #93 03Rev) and any successor publications produced by the State of Wisconsin for similar applications or purposes mutually agreed upon by Grantor and Grantee.

3.4 Biodiversity or Biological Diversity. "**Biodiversity**" or "**Biological Diversity**" as defined in s. 28.04(1)(a), Wis. Stats., means the variety and abundance of species, their genetic composition, and the communities, ecosystems and landscapes in which they occur. "Biological diversity" also refers to the variety of ecological structures, functions and processes at any of these levels.

3.5 Clearcut. "**Clearcut**" means the removal of trees in a single harvest operation on more than 10 forested acres of the Protected Property so that immediately after such harvest operation the average residual basal area of trees 4.5 inches and greater dbh is less than 30 square feet per acre for said harvested portion of the Protected Property. Where the average stocking of regeneration one foot tall or taller exceeds 450 stems per acre, the removal of trees as defined above shall not constitute a Clearcut.

3.6 Division. "**Division**" or "**Divided**" shall mean any division or subdivision of the Protected Property by conveyance of fee simple title to a portion of the Protected Property thereof, in a manner that creates a separate Ownership (as defined in Section 3.12) of the conveyed portion of the Protected Property.

3.7 Forest Management Activities. The term "**Forest Management Activities**" means all forest management practices, including, but not be limited to, the management of the Protected Property for forest products, the growing, harvesting and removal of forest products (including but not limited to the removal of forest products such as trees, logs, poles, posts, pulpwood, firewood, chips, seeds, bark, pinestraw, stumps, seed cones, nuts, fruits, mushrooms, boughs, shrubs, lesser vegetation, and all sugar maple and birch products); planting of trees in non-forested areas, reforestation, planting, growing, and clear cutting forest products; clearing or restoring forest cover damaged or destroyed by fire, water, wind, insect infestation, or natural disaster; selectively thinning, pruning or trimming trees, foliage, and other vegetation; harvesting forest products with mechanical equipment and/or with domestic animals; prescribed burning, maintaining existing fields, meadows, roads, trails, landings, bridges culverts, fences, and barriers; the application of herbicides, pesticides, fungicides, rodenticides, insecticides, and fertilizer or other soil amendments creating fire breaks; and the attendant operation of mobile or portable sawmills or chippers, and of cutting, forwarding, and skidding machinery or such future equipment or technology as shall perform the same or similar tasks, including the creation and use of skid trails, skid roads, and haul roads, including associated bridges, culverts, and log yards.

3.8 Forest Management Road. "**Forest Management Road**" means a temporary or permanent road that provides access to forest lands in connection with Forest Management Activities.

3.9 Genetically-Modified or Replicated Organisms. The term "**Genetically Modified or Replicated Organism**" means an organism in which the genetic material has been altered in a way that does not occur naturally by mating and/or natural recombination.

3.10 Grantor and Grantee. The terms "**Grantor**" and "**Grantee**" include the successors in interest and assigns of the Grantor and Grantee named above, unless the context of the terms clearly indicates that only the original grantor and grantee are intended.

3.11 Mechanized Aid for Persons with Disabilities. "**Mechanized Aid for Persons with Disabilities**" means a mobility assistance device powered by muscular or motorized means that is specifically designed to transport a person with a physical disability, and that is being used by a person with a physical disability, provided that such devices do not include Snowmobiles, All-Terrain Vehicles, automobiles or trucks.

3.12 Ownership. "Ownership" shall mean a fee simple title interest in a portion of the Protected Property which is owned by one person or entity or, if owned by more than one person and/or entity, is owned by them as tenants in common, tenants by the entirety, joint tenants or some other form of undivided ownership.

3.13 Plantations. A "**Plantation**" means a forest stand established or maintained by non-natural means of sowing and planting.

3.14 Professional Forester. A "**Professional Forester**" means a forester having a bachelors or higher degree from a school of forestry that is certified by the Society of American Foresters or equivalent successor organization.

3.15 Recreation Corridor. "**Recreation Corridor**" means a continuous linear expanse of land which provides public access to the Protected Property over trails or roads for participation in such non-commercial, trail-oriented recreational activities as hiking, nature study, cross-country skiing, and public access using Snowmobiles and Mechanized Aids for Persons with Disabilities. Recreation Corridors in existence as of the Effective Date are generally described and designated in the Property Report. Relocated Recreation Corridors shall be described and designated in any subsequent amendment or revision to the Forest Management Plan as described below.

3.16 Snowmobile. "**Snowmobile**" means a self-propelled vehicle designed for use by one operator and up to one passenger for travel on snow or ice and steered by skis or runners.

3.17 Wild Rivers. "**Wild Rivers**" means those rivers designated as such by s. 30.26, Wis. Stats.

4. INTENTIONALLY DELETED

5. AFFIRMATIVE RIGHTS OF GRANTEE

5. Rights to Grantee. Grantor conveys the following rights to Grantee, subject to the terms and conditions hereof:

5.1 The right of entry and access to the Protected Property as necessary for inspection and monitoring purposes and for enforcement of the terms of this Conservation Easement including, but not limited to, the right to access the Protected Property over roads owned by Grantor and any rights-of-way or other access ways now or hereafter available to Grantor for access to the Protected Property.

Grantee shall keep on file for a period of ten (10) years reports made in connection with Grantee's inspections of the Protected Property in order to monitor compliance with the terms of this Conservation Easement and make such reports readily available to Grantor upon written request to Grantee.

5.2 The right to enforce the terms of this Conservation Easement in accordance with Section 10 hereof.

5.3 The right of public access for recreational purposes over the Protected Property more specifically outlined in Section 8.

5.4 Limitations. Except as expressly provided otherwise herein, (a) Grantee shall have no right to construct improvements, including, but not limited to, roads and trails, or structures on the Protected Property; (b) Grantee's access rights are not assignable except in connection with the permitted assignment by Grantee of this Conservation Easement.

6. USES AND RESTRICTIONS

Grantor makes the following covenants, which covenants shall run with and bind the Protected Property in perpetuity in accordance herewith:

6.1 Conservation Values and Purpose. Grantor shall not perform any activity or use in or on the Protected Property that is significantly and adversely inconsistent with the Purpose.

6.2 Residential, Commercial or Industrial Uses. Grantor shall not use the Protected Property or any portion thereof for residential, commercial, commercial recreational (including but not limited to leases or other agreements allowing private hunting, cabin sites, trails, shooting ranges or other private recreational uses) or industrial uses of the Protected Property except for Forest Management Activities as defined and permitted or as specifically provided for or reserved by Grantor in this Conservation Easement.

6.3 Agricultural Uses. Grantor shall not conduct agricultural activity on the Protected Property, except for Forest Management Activities permitted herein. There shall be no livestock or feedlots permitted on the Protected Property.

6.4 Structures, Improvements and Utilities. Except as expressly provided otherwise herein, Grantor shall not develop, construct, install, expand or maintain any structures of any kind, whether permanent or mobile, including but not limited to, buildings, residences, facilities, telecommunications and other towers, power lines, commercial camping accommodations or mobile homes, windmills, bridges, tanks, dams, impoundments, docks, sewage or other waste

disposal facilities, billboards, poles and cable, fences or signs (other than those for appropriate management or prevention of trespass), or other structures, other than those structures which currently exist, which may be maintained, repaired or replaced, in whole or in part but not expanded, on the same site by like structures used for the same or similar purposes.

Notwithstanding anything to the contrary contained herein, Grantor may maintain and expand the existing log landing site located on the Protected Property to not more than twenty (20) acres in size within the S1/2 SE1/4 SW1/4 of Section 16, Township 39 North, Range 17 East. Said log landing site may include (i) permanent or temporary storage structures or facilities for forest management equipment and wood products; (ii) buildings associated with log concentration yards, including scales with access trails and utilities including electrical power, telephone lines, and sewage disposal; and (iii) any non-residential outbuildings or utilities associated with the structures or improvements included in clauses (i) and (ii) above.

[Note to Drafter: 9 Conservation Easements will be conveyed with no right to divide. Use the following version of 6.5 for those 9 Conservation Easements:]

6.5 No Divisions; Conveyances.

6.5.1 The Protected Property shall not be Divided.

6.5.2 In conjunction with any conveyance of fee title or any interest in the Protected Property, Grantor agrees that the terms of this Conservation Easement shall be incorporated by reference in every deed or other instrument by which the Grantor conveys any interest in all or a portion of the Protected Property, and the interest conveyed shall be subordinate to this Conservation Easement.

6.5.3 The prohibition against Divisions of the Protected Property in 6.5.1 shall not apply to the following:

6.5.3.1 boundary line agreements to resolve bona fide boundary disputes, provided, (i) if the boundary line agreement conveys more than ten (10) acres for this purpose, such boundary line agreement must be approved in advance Grantee, which approval shall not be unreasonably withheld, and (ii) that the total acreage of the land protected under this Conservation Easement shall not be reduced thereby;

6.5.3.2 creation of easements, including, but limited to, those for access or utilities, provided that such new easements otherwise comply with this Conservation Easement;

6.5.3.3 mortgages or other security interests imposed on all or any portion of the Protected Property, provided that such mortgages and security interests (a) are subject and subordinate to this Conservation Easement and (b) are imposed in a manner that will not, upon foreclosure, result in a division that is prohibited by this Conservation Easement; and

6.5.3.4 contracts for removal of timber or the sale of any rights to remove timber, provided that such contracts and rights must be exercised in full compliance with the terms of this Conservation Easement and provided that Grantor shall remain responsible for compliance with this Conservation Easement;

6.5.3.5 conveyances to governmental entities or to a qualified organization with a "conservation purpose" as defined in 26 U.S. Code 501(h)(3) and (4), so long as each conveyance receives prior approval of Grantee, which approval shall not be unreasonably withheld.

[Note to Drafter: One Conservation Easement will be conveyed with the right to Divide the Property for a total of three Ownerships. Use the following version of 6.5 for that/those Conservation Easements. To be confirmed with FIA/CFI

6.5 Divisions and Conveyances.

6.5.1 The Protected Property shall not be Divided, except as follows:

The Protected Property may, in the Grantor's discretion, be Divided into three (3) separate Ownerships. The Protected Property may, in the Grantor's discretion, be allocated among the separate Ownerships in any manner, provided the Grantor complies with the requirements set forth in this Section 6.5. Any portions of the Protected Property so Divided shall remain subject to the terms of this Conservation Easement.

6.5.2 Upon conveyance by Grantor, any deed from Grantor making such a conveyance shall expressly state the number of additional Ownerships, if any, that may yet be established on the conveyed parcel. Grantor shall provide Grantee with a copy (with or without evidence of recording in the appropriate county records) of any such deed within 30 days of conveyance..

6.5.3 Conveyances. In conjunction with any conveyance of fee title or any interest in the Protected Property, Grantor agrees that the terms of this Conservation Easement shall be incorporated by reference in every deed or other instrument by which the Grantor conveys any interest in all or a portion of the Protected Property, and the interest conveyed shall be subordinate to this Conservation Easement.

6.5.4 The limitations on authorized divisions set forth in Section 6.5.1 shall not apply to the following:

6.5.4.1 boundary line agreements to resolve bona fide boundary disputes which, provided, (i) if the boundary line agreement conveys more than ten (10) acres for this purpose, such boundary line agreement must be approved in advance Grantee, which approval shall not be unreasonably withheld, and

(ii) that the total acreage of the land protected under this Conservation Easement shall not be reduced thereby:

6.5.4.2 creation of easements, including, but limited to, those for access or utilities, provided that such new easements otherwise comply with this Conservation Easement;

6.5.4.3 mortgages or other security interests imposed on all or any portion of the Protected Property, provided that such mortgages and security interests (a) are subject and subordinate to this Conservation Easement and (b) are imposed in a manner that will not, upon foreclosure, result in a division that is prohibited by this Conservation Easement; and

6.5.4.4 contracts for removal of timber or the sale of any rights to remove timber, provided that such contracts and rights must be exercised in full compliance with the terms of this Conservation Easement and provided that Grantor shall remain responsible for compliance with this Conservation Easement;

6.5.4.5 conveyances to governmental entities or to a qualified organization with a "conservation purpose" as defined in 26 U.S. Code 501(h)(3) and (4), so long as each conveyance receives prior approval of Grantee.

6.6 Dredging and Mining.

6.6.1 No Dredging. Grantor shall not ditch, drain, dike, fill, or dredge soil or other materials, nor change the topography of the land in any manner except as reasonably necessary for permitted Forest Management Activities as provided in Section 7.1.

6.6.2 No Mining. Grantor shall not quarry, excavate, explore for, prospect for, drill, mine, develop or extract minerals, peat, gas, oil, or other hydrocarbons, sand, rock, gravel or other deposits by any surface or sub-surface mining or other method, on the Protected Property, except as provided in Section 6.6.3 below.

6.6.3 Sand and Gravel. Grantor shall have the right to extract sand and gravel for use related to Forest Management Activities on the Protected Property in accordance with applicable law, provided the disturbed area for the extraction of sand and gravel does not exceed five (5) acres in size per site and there are no more than 10 acres per each 5,000 acres within the Protected Property disturbed by such activity at any one time; provided, however, if the number of disturbed acres in existence at the time of creation of this Conservation Easement exceeds the foregoing limitations of this sentence, such larger existing acreage is permitted to be maintained and used for extraction of sand and gravel. Any activity described herein shall be subject to the Forest Management Plan. Reclamation of any such site shall be subject to local zoning ordinances and in accordance with the laws of

the State of Wisconsin, including but not limited to Chapter NR 135, Wis. Adm. Code.

6.7 Roads and Trails. Grantor shall not expand or extend any existing road, trail or driveway and Grantor shall not construct new roads, trails or driveways on or in the Protected Property, except as follows:

6.7.1 The Grantor may use, repair, maintain, improve, correct, or relocate existing roads and trails delineated on the Property Report and related culverts and bridges used in connection with Forest Management Activities or other activities permitted by this Conservation Easement on the Protected Property. Grantor shall also have the right to construct new Forest Management Roads, permanent and temporary bridges, culverts and associated improvements, provided that such new construction is limited to roads and associated improvements that are reasonably necessary for Forest Management Activities on the Protected Property, and further provided that the approximate location of any new road shall have been provided for in the Forest Management Plan or in the Site Harvest Plan referenced herein, or otherwise approved in writing by Grantee, which approval shall not be unreasonably withheld. These provisions shall not apply to the establishment and use of temporary skid trails, which shall be permitted without prior approval of, or notice to, Grantee. The siting, construction, and maintenance of new and existing roads, associated improvements, and skid trails must meet or exceed BMPs. However, no new road, including road bed, shoulders, ditches and clearing, may be wider than forty five (45) feet with reasonable allowance for clearing for safe corners. Roads in existence as of the date of this Conservation Easement that, together with shoulders, ditches and clearing, exceed forty-five feet in width may be maintained at such existing width.

6.7.2 Grantor may, at its discretion, grant licenses and appurtenant easements and rights of way, including for utilities and access, to adjoining and nearby landowners to use Forest Management Roads or other roads or trails on the Protected Property for access to said adjoining or nearby lands. Said rights shall also include the right of Grantor to work with adjoining landowners in granting reciprocal rights of ingress and egress and access on and across the Protected Property and lands of adjoining or nearby landowners for the purpose of Forest Management Activities on the Protected Property or adjoining or nearby lands and the hauling of forest products. Any usage of trails and roads on the Protected Property pursuant to such licenses and appurtenant easements shall be subject to the terms of this Conservation Easement.

6.7.3 Grantor may, at its discretion and with the consent of Grantee, construct and maintain Recreation Corridors for public access and recreation uses consistent with this Conservation Easement and permit public access on foot and by Snowmobiles on such Recreation Corridors. Grantor may, at its discretion and with the consent of Grantee, construct and maintain Access Corridors suitable for use by vehicles licensed by the Wisconsin Department of Transportation or its successor agencies and allowed on public roads subject to the provisions and

limitations in this Section 6.7. Nothing in this section shall mandate that Grantor provide or maintain such additional Recreation Corridors and Access Corridors or maintain any other roads or trails on the Protected Property.

6.8 Waste. Except as provided otherwise in Section 6.4, Grantor shall not use any portion of the Protected Property as a facility or site for the handling or disposal of solid wastes as defined in s.289.01, Wis. Stats. or for the deposit, storage, or treatment of solid wastes, including but not limited to, ash, garbage, construction material, sludge from a sewage treatment plant, manure, discarded or salvageable material including junk cars, or any hazardous waste. This restriction shall not apply to organic material such as slash or other woody debris generated by activities and uses relating to Forest Management Activities on the Protected Property as set forth herein. The disposal of all waste materials generated by activities allowed under the terms and conditions of this Conservation Easement shall be pursuant to all applicable local, state, and federal laws, rules, and regulations.

6.9 Non-native Species. Grantor shall not intentionally plant, introduce, release, or broadcast any species which are not native to the Superior Mixed Forest or Great Lakes Regions of North America on the Protected Property except:

- a. in connection with the revegetation of areas for the purposes of erosion control or bank or slope stabilization, provided such activity, is conducted so as to minimize adverse impacts on the Conservation Values of the Protected Property and provided that Grantor will consult with Grantee for suggestions regarding seed mixtures that may be available and may contain more native species than seed mixtures identified by Grantor; or
- d. as otherwise consented to by Grantee.

6.10 Genetically Modified or Replicated Organisms. No Genetically Modified or Replicated Organisms shall be intentionally planted, introduced, released, or broadcast by Grantor on the Protected Property, except with the prior written consent of Grantee.

6.11 Water Features. Grantor shall not alter existing bodies of water or water courses, and shall not or disturb the natural course of surface water runoff or drainage from the Protected Property except as authorized in the Forest Management Plan or in connection with the construction of roads or trails in accordance with Section 6.7 above.

6.12 Rights of Third Parties. The terms of this Conservation Easement, including, but not limited to, the restrictions of this Section 6, are subject to the rights of third parties pursuant to written documents existing as of the date of this Conservation Easement, including, but not limited to, the permitted exceptions listed on Exhibit B ("**Permitted Exceptions**"), written leases, licenses, easements, right-of-ways and agreements for mining, timber cutting or any severed property interests. Such third party rights are permitted uses of the Protected Property, but upon expiration of the term of such rights, Grantor shall not extend or renew such rights unless they are for uses that are otherwise in compliance with this Conservation Easement. In the event that the term of any such third party's rights continues indefinitely unless terminated, Grantor will, if necessary to ensure that such third party rights are for uses that comply with this

Conservation Easement, either (i) exercise good faith efforts to obtain voluntary amendment of such third party's rights or (ii) in the event that voluntary amendment of such third party's rights cannot be obtained, exercise Grantor's rights, if any, to terminate such third party's rights.

7. FOREST MANAGEMENT

7.1 Reserved Rights. Grantor, for the benefit of itself and its successors, agents, employees, tenants, licensees, lessees and assignees, reserves the right to conduct Forest Management Activities on the Protected Property, including commercial activities related to the harvesting and management of timber and other forest products, provided that such Forest Management Activities are conducted in accordance with the following:

7.1.1 the terms of this Conservation Easement;

7.1.2 BMPs;

7.1.3 a written Forest Management Plan as described below;

7.1.4 the supervision of a Professional Forester; and

7.1.5 sound and generally accepted silvicultural standards as defined by Wisconsin Forest Management Guidelines PUB-FR-226 2003 and any successor publications for similar applications and purposes mutually agreed upon by Grantor and Grantee.

7.2 Compliance with Forest Management Objectives. All Forest Management Activities undertaken on the Protected Property shall be conducted in a manner that is consistent with the Purposes of this Conservation Easement and in accordance with the following forest management objectives (referred to herein as the "**Forest Management Objectives**"):

7.2.1. Manage the Protected Property as an economically and commercially viable investment that provides acceptable periodic investment returns by emphasizing regeneration of the forests.

7.2.2. Maintain or create forests composed of naturally occurring species, adapted to the Superior Mixed Forest and Great Lakes Regions of North America, as they may evolve over time with climate alteration or other natural changes in speciation and adaptation. The naturally occurring species found on the Protected Property as of the Effective Date include, but are not limited to, red pine, white pine, black spruce, white spruce, sugar maple, red maple, yellow birch, paper birch, red oak, hemlock, cedar, balsam fir, basswood, black cherry, white ash, black ash, aspen, and other native hardwood and softwood species [**Note to drafter – confirm each species is common to the respective easement area**].

7.2.3. Improve the quality of the timber resources by employing a variety of management techniques to northern hardwood and hemlock hardwood forest

types to encourage multi-aged structure and diverse composition within and/or between stands across the forest.

- 7.2.4. Maintain biological diversity, native plant and animal species, and the ecological processes that support them.
- 7.2.5. Employ BMPs to maintain soil productivity, prevent erosion, protect or enhance water quality and conserve wetlands and riparian zones.
- 7.2.6. Conduct Forest Management Activities in a manner that, to the extent commercially practicable, permits public and private recreational activities as permitted herein.
- 7.2.7. Conduct Forest Management Activities in a manner that emphasizes long-term sustainable forest management, which means the production of economically valuable timber products for present and future generations, in a manner that recognizes ecological, economic and public recreational values and incorporates them into forest management policies, plans and decisions.

7.3 Forest Crop or Managed Forest Law. If the Property or any part thereof is enrolled in Forest Tax Program agreements with the State of Wisconsin pursuant to the Forest Crop Law, Chapter 77, Subchapter I, Wisconsin Statutes, Managed Forest Law program, Chapter 77, Subchapter VI, Wisconsin Statutes, or other forest tax programs administered by the State of Wisconsin (hereinafter "**Forest Tax Program**"), one Forest Management Plan may be prepared to meet the requirements of both the Forest Tax Program and this Conservation Easement. Grantor retains the right to renew, from time to time, Forest Tax Program agreements with the State of Wisconsin.

[If the Conservation Easement is funded by Forest Legacy, modifications to 7.4 through 7.6 may be needed to meet Forest Legacy requirements.]

7.4. Forest Management Plan. The Forest Management Plan shall describe how Forest Management Activities shall be conducted on the Protected Property in a manner consistent with the Purpose of this Conservation Easement and in a manner that is designed to achieve the Forest Management Objectives contained herein. Prior to submission of the initial Forest Management Plan to the Grantee, Grantor shall manage the Protected Property in compliance with all other terms of this Conservation Easement. The Forest Management Plan shall be a written plan prepared by a writer qualified to write plans pursuant to s. 77.81, Wis. Stats. or successor legislation or by a writer selected by the Grantor and approved by the Wisconsin Department of Natural Resources.

7.5 Contents of Forest Management Plan. The Forest Management Plan shall include:

- 7.5.1 A statement of Grantor's forest management objectives, incorporating the Forest Management Objectives and the Purpose of this Conservation Easement;
- 7.5.2 A description of management actions to be employed to accomplish the Forest Management Objectives and the Purpose of this Conservation Easement;

- 7.5.3 A proposed schedule of forest management projects and activities such as Grantor might anticipate at the time the Forest Management Plan is written;
- 7.5.4 Maps showing predominant topographic and hydrographic features, forest types, existing roads, Access Corridors and Recreation Corridors;
- 7.5.5 A description of how Forest Management Activities will be conducted so as not to unreasonably interfere with Access Corridors and Recreation Corridors;
- 7.5.6 Strategies to identify, conserve, manage and protect the Purpose of this Conservation Easement, including, but not limited to, any applicable threatened or endangered species, unique habitats, soils, and wetland, lake and streamside buffers, including a description and/or map of such features.
- 7.6 Forest Management Plan Review, Amendments and Revisions.
- 7.6.1 Submission of Initial Plan. The Grantor shall prepare and maintain a Forest Management Plan as herein described. Grantor shall submit the initial Forest Management Plan to Grantee for review and approval within eighteen (18) months after the Effective Date. Grantee and Grantor shall work in good faith to resolve concerns raised by Grantor or Grantee.
- 7.6.2 Review and Approval of Initial Plan by Grantee. Grantee shall review the initial Forest Management Plan and provide its initial comments and required changes to Grantor in writing within sixty (60) days of submission of the Forest Management Plan to the Grantee. Grantee shall provide specific comments to Grantor regarding any elements of the Forest Management Plan that are not in compliance with this Conservation Easement. When the Forest Management Plan meets all requirements of this Conservation Easement, Grantee shall notify the Grantor of its approval. Grantor acknowledges that the purpose of the Forest Management Plan is to guide Forest Management Activities in compliance herewith in support of the Forest Management Objectives and Purpose of this Conservation Easement. In the event Grantee fails to approve or provide Grantee with comments to the proposed Forest Management Plan within said sixty (60) day period, the Forest Management Plan as submitted to Grantee shall automatically be deemed approved by Grantee.
- 7.6.3 Revisions to Forest Management Plan. The Forest Management Plan shall be revised by Grantor and submitted to Grantee for review and comment at least every ten years. Grantor shall submit the revised Forest Management Plan to Grantee for review and comment as to compliance with the terms of this Conservation Easement; and Grantor shall consider Grantee's comments in finalizing the revised Forest Management Plan.
- 7.6.4 Amendments to the Forest Management Plan. Grantor may at any time and from time to time submit amendments to the Forest Management Plan for Grantee's

non-binding review and comment. Such amendments shall be submitted in the event that said Grantor proposes material deviations in anticipated Forest Management Activities that are not addressed in a Forest Management Plan; however, amendments shall not be required for any change in the timing or sequence of Forest Management Activities described in the Forest Management Plan.

7.6.5 Forest Tax Program. Nothing contained herein shall reduce Grantor's statutory obligations to obtain Grantee's review and approval to the Forest Management Plan or such revisions or amendments thereto pursuant to any Forest Tax Program in which the Protected Property or portion thereof is enrolled.

7.6.6 Forest Management Plan Covering Additional Property. A Forest Management Plan may, in Grantor's sole discretion, cover or include property outside of the Protected Property, including, but not limited to, other property owned or leased by Grantor or its affiliates.

7.7 Annual Meeting. On an annual basis, or more frequently if both parties agree, the Grantor and Grantee shall meet (either in person or by telephone or video conference call, as agreed by the parties) to review activities completed in the previous year, and to review proposed annual work plans for the upcoming year, including the proposed schedule of activities, maps and descriptions of activities, site harvest and development plans for the upcoming year (as may be available at the time of the annual meeting) and any activities that may require the Grantee's review and approval. During the annual meeting, Grantor and Grantee shall review annual harvesting and work plans to assure consistency with the Forest Management Objectives set forth in the Forest Management Plan and this Conservation Easement. Grantor and Grantee shall also discuss any issues related to public access and use of the Protected Property granted herein, and other issues related to rights and responsibilities under this Conservation Easement. Notwithstanding the preceding provisions of this Section 7.7, Grantor and Grantee may agree in writing to meet less often than annually, but no less frequently than once every ten (10) years.

7.8 Site Harvest Plans.

7.8.1 Notice and Response. When the Grantor intends to cut merchantable timber on the Protected Property, Grantor shall, at least thirty (30) days before the cutting is to take place, file a notice of intent to cut to the extent required by Wisconsin law, including s. 26.03, Wis.Stats., and deliver a copy thereof to Grantee (such notice is referred to herein as a "**Site Harvest Plan**") The Grantee shall notify the Grantor if the proposed cutting on such parcel does not conform to the Forest Management Plan within twenty five (25) days of filing of the Site Harvest Plan. In the event Grantee does not notify Grantor of such non-conformance within twenty five (25) days after the filing of the Site Harvest Plan, Grantor may, after five (5) days after the expiration of said twenty five (25) day period, proceed with Forest Management Activities so long as Grantor's activities are consistent with the Forest Management Plan and other requirements of this Conservation Easement. However, if the Grantor is notified by the Grantee that the cutting on a particular parcel does not conform to the Forest Management Plan, the Grantee

agrees to assist the Grantor to expeditiously develop an acceptable proposal and no cutting on such parcel may proceed until an acceptable cutting proposal is agreed to. Notwithstanding the preceding sentence, if the cutting proposal is not agreed to by Grantor and Grantee within ten (10) days after such notice from Grantee to Grantor, then Grantor may recommence cutting and, if Grantee believes that Grantor is cutting in violation of the terms of this Conservation Easement, then Grantee may pursue its remedies under Section 10.

7.8.2 Contents of Plan. Site Harvest Plans shall include site specific stand descriptions and maps; a description of forestry practices, including anticipated harvest quantities; prescriptions; regeneration requirements; and approximate location of any new Forest Management Roads, permanent and temporary bridges, and associated improvements that are necessary for such Forest Management Activities.

7.9 Forest Management and Harvesting Restrictions Applicable to the Protected Property. The following forest management and harvesting restrictions apply to the Protected Property:

7.9.1 BMPs. All Forest Management Activities on the Protected Property shall meet or exceed BMPs, and all applicable state and federal laws and rules in place at the time of the activity.

7.9.2 Plantations. No new monoculture plantations may be created on the Protected Property. Plantations of naturally occurring mixed species may be established to enhance natural forest tree species composition consistent with the Forest Management Plan. Monoculture Plantations existing at the time of this grant, as shown on the Property Report, shall be managed to restore and maintain the forest types native to the site. Plantations of naturally occurring mixed species may be established if there is a regeneration failure (e.g. due to excessive deer browse).

7.9.3 Clearcut. There shall be no Clearcuts on the Protected Property, except

7.9.3.1 Clearcuts may be implemented in aspen stand types to maintain the aspen stand type. Clearcuts are allowed in other forest types when necessary for the regeneration, either natural or planted, of the forest where other methods are not successful or where the stand is at risk from disease and/or insect infestation.

7.9.3.2 When (i) necessary to salvage dead and dying timber in the event of a blowdown, fire, disease, insect infestation or other natural disaster; (ii) necessary to control disease, insect infestation or fire so as to prevent or mitigate greater harm to the natural, scenic and recreational values of the Protected Property; provided that Clearcuts utilized for the control of disease, insects or fire must be in accord with management standards and guidelines prescribed in the Forest Management Plan; (iii) necessary to maintain or enhance habitat for declining, threatened or endangered species; or (iv) authorized in writing by Grantee. Any Clearcut must be

consistent with generally accepted silvicultural practices and in compliance with applicable laws and regulations.

7.9.4 Chemical Applications and Biological Controls. All chemical applications and biological controls shall be consistent with applicable label requirements and statutes and regulations. Grantor shall use commercially reasonable efforts to use the narrowest spectrum and least persistent chemicals available. Grantor shall describe any chemical applications in the respective Site Harvest Plan, to the extent such applications are anticipated by Grantor at the time said Site Harvest Plan is prepared. Grantor shall give thirty (30) days notice to Grantor prior to application of chemicals or biological controls.

7.10 Nuisance Animals. "Nuisance Animals" shall mean beavers, muskrats, deer and any other species of animal agreed to by Grantee. Grantor is permitted to erect deer fences modify, alter, and/or destroy any Nuisance Animals, and any structures or habitats created by Nuisance Animals, provided said Grantor's activities are performed in accordance with all applicable laws, and the regulations promulgated thereunder. Furthermore, Grantor is permitted to modify water bodies or water courses affected by the activities of Nuisance Animals in order to restore the flow of said water bodies or water courses to substantially the same condition as existed prior to said activities of Nuisance Animals, provided said Grantor's modification is performed in accordance with all applicable laws, and the regulations promulgated thereunder.

8. PUBLIC RECREATION

8.1 Grant. The Grantor grants to the Grantee and members of the general public the right to access to the Protected Property for certain recreational purposes in accordance with this Section 8.

8.2 Right of Non-commercial Public Recreational Uses. Grantor grants to the Grantee and members of the general public access to the Protected Property by foot (or by Mechanized Aids for Persons with Disabilities) for recreational purposes consistent with the Conservation Values and Purpose herein. Recreational purposes include, but are not limited to fishing, hunting, hiking, cross country skiing, and sight-seeing, all in accordance with state fishing, hunting, or other recreational seasons, and all other applicable laws and regulations.

8.3 Right of Public Use of Access Corridors. Grantor grants to the Grantee and members of the general public access to the Access Corridors on the Protected Property using licensed highway vehicles and Mechanized Aids for Persons with Disabilities.

8.4 Right of Public Use of Recreation Corridors. Grantor grants to the Grantee and members of the general public access to the Recreation Corridors on the Protected Property for non-commercial recreational uses in accordance with the following rights and restrictions.

8.4.1 Right to Clear and Maintain Recreation Corridors. To the extent reasonably necessary, Grantee shall have the right to clear and maintain Recreation Corridors for walking, skiing, snowmobiling, and other non-commercial recreational

activities as described above within and across the Protected Property. No new Recreation Corridors shall be developed by Grantee without the prior written approval of Grantor, in its sole and absolute discretion.

8.4.2 Use of Snowmobiles. Public use of Snowmobiles shall be permitted only on Recreation Corridors.

8.4.3 Use of All-Terrain Vehicles. Operation of All-Terrain Vehicles is prohibited on the Protected Property with the following exception: All-Terrain Vehicles may be operated only on the currently existing trail described in s. 30.26(4)(a)3, Wis. Stats. that crosses the Protected Property for approximately 2.5 miles in length in Sections 17, 18, 21, and 22, Township 39 North, Range 18 East in Florence County along County Highway N where the trail would cross the Pine River, or on an alternate route of approximately equal length with prior approval of Grantor and Grantee. Grantee may establish additional routes for operation of All-Terrain Vehicles with the prior written approval of Grantor, which may be withheld in its sole and absolute discretion.

8.4.4 Right to Maintain Bridges on Relocated Access and Recreational Corridors. Grantee may, at Grantee's expense, construct, repair, improve and replace bridges and overpasses on existing or relocated Access Corridors and Recreational Corridors in a manner that protects existing waterways from environmental damage and so as to minimize materially adverse impact on the Conservation Values of the Protected Property.

8.4.5 Damage to Trees. Notwithstanding anything to the contrary contained herein, Grantee shall not have the right to cut, clear, destroy or damage trees on the Protected Property, except:

8.4.5.1 as reasonably necessary to prevent imminent harm or danger to persons or property within the Protected Property, in which event (a) Grantee shall provide Grantor with written notice of such action taken by Grantee within five (5) business days thereafter and (b) Grantee shall leave the cut, cleared, destroyed or damaged trees in place for Grantor to sell; or

8.4.5.2 as mutually agreed upon otherwise by Grantor and Grantee.

8.5 Closure of Access Corridors and Recreation Corridors.

8.5.1 Temporary Closure and Relocation. Grantor shall be entitled, but shall not be obligated, to temporarily close or temporarily or permanently relocate Access and/or Recreation Corridors to minimize unsafe conditions for users and Grantor due to Forest Management Activities on the Protected Property occurring near or in close proximity to the Access and/or Recreation Corridors; to protect public safety; to avoid or minimize adverse impacts on the Conservation Values of the Protected Property, including but not limited to preventing soil erosion into bodies of water; to protect a roadway during seasonally wet conditions; or to

prevent damage to the Conservation Values of the Protected Property by the general public or other third parties. For the purpose of this Section 8.5.1 "**temporarily**" shall mean any period of time up to twelve (12) months in duration. Grantor may, but shall not be obligated to, exercise its rights under this Section by taking such actions as may be permitted or required by law to exclude the public from the Protected Property, such as posting, fencing, gating, or advertising such closures or relocations. Except in an emergency to protect property, public safety and/or the Conservation Values of the Protected Property, Grantor shall give notice to Grantee of plans to temporarily close or relocate Access and/or Recreation Corridors no less than thirty (30) days prior to closure.

8.5.2 Permanent Closure and Relocation. Grantor's rights to permanently close and relocate an Access and/or Recreation Corridor or portions thereof are subject to the following limitations:

- 8.5.2.1. Grantor shall give notice to Grantee of plans to permanently close or relocate Access and/or Recreation Corridors no less than three (3) months prior to closure.
- 8.5.2.2. Grantor shall propose, within one (1) month of the notice given pursuant to Section 8.5.2.1, an alternate route that maintains continuity of the trail system contained within the Recreation Corridors or Access Corridors, as the case may be, existing as of the Effective Date or established through relocation in accordance with this Section 8.5.2.2. If Grantee approves the alternate location, it may then be established at the expense of Grantor.
- 8.5.2.3 Permanent Closure. Grantor and Grantee may agree in writing to permanently close Access and Recreation Corridors without providing alternate routes.

8.6 Forest Management Closure Zones. Grantor may, but shall not be obligated to, prohibit or otherwise restrict public access to limited areas of the Protected Property that are being actively managed by designating the active forest management areas a "**Forest Management Closure Zone.**" The restriction upon public access to such Forest Management Closure Zones shall be limited to those areas being actively managed and shall be effective only for those periods during which the area is being actively managed and, unless mutually agreed upon by the parties, any such closure shall not exceed twelve (12) months in duration nor include more than ten percent (10%) of the Protected Property. The closure rights set forth herein with regard to the public and its exercise of recreational use are intended to apply both to motorized and non-motorized access, including Snowmobile and Mechanized Aids for Persons with Disabilities. Grantor shall inform Grantee of proposed Forest Management Closure Zones in writing no less than thirty (30) days prior to closure and Grantor shall use commercially reasonable efforts to predict future Forest Management Closure Zones in the Site Harvest Plan or at annual meetings as provided herein. Grantor shall be responsible for the posting and marking of areas subject to closure under this provision. Grantor may exercise its rights under this Section by taking such actions as may be permitted or required by law to exclude the public from the Protected Property, such as posting, fencing, gating, or advertising such closures.

8.7 Public Highways Not Intended. The motorized public use of Access Corridors and Recreation Corridors provided in this Section 8 is not intended to result in the creation of public highways, as defined in Wisconsin law, on the Protected Property.

8.8 Limits on Public Access and Use. The rights of Grantee and members of the general public to access to the Protected Property as set forth herein shall be limited by and are subject to:

8.8.1 Grantor's rights to use the Protected Property as reserved and permitted by this Conservation Easement, including but not limited to the right to conduct Forest Management Activities as described in Section 7 and Grantor's right to designate Forest Management Closure Zones;

8.8.2 The Permitted Exceptions and any other easements, leases and other rights held by third parties existing as of the Effective Date.

8.8.3 All applicable laws;

8.8.4 Such restrictions, rules, and regulations consistent with Grantor's rights herein as Grantee may elect (but shall not be obligated) to adopt from time to time regarding public access to and use of the Protected Property granted herein.

8.9 Removal of Trees and Plants by the Public. Nothing herein contained shall be construed to permit the removal of any trees, plants, firewood, or other forest products by the general public or Grantee, except as expressly set forth otherwise in Section 8.4 with regards to the construction of Recreation Corridors.

8.10 Camping. Nothing herein contained shall be construed to permit Grantee or the general public to camp or construct campfires on the Protected Property.

8.11 Commercial Uses. Nothing herein contained shall be construed to permit any commercial use of the Protected Property by Grantee or the general public.

8.12 Enforcement Right. Although the intent of Grantor and Grantee is to make the Protected Property available for public recreational uses (subject to the limitations and restrictions herein stated), nothing contained herein is intended to grant enforcement rights to members of the public. The right to enforce this Conservation Easement shall be held exclusively by Grantor and Grantee and, to the extent required under the federal Forest Legacy Program referenced above and other law, to the United States.

8.13 Grantee Cooperation. In the event the State of Wisconsin or an agency thereof is Grantee, Grantee agrees, with respect to the Protected Property:

8.13.1 Subject to future appropriations and credentialed authority, to enforce all applicable governmental laws, ordinances, and regulations as they apply to the general public's use of the Protected Property granted herein, including, but not

limited to, providing random patrols of the Protected Property in accordance with the current practices and procedures of the State of Wisconsin for forested lands open to the public under Chapter 77, Wisconsin Statutes; and

- 8.13.2 To cooperate and assist Grantor to prevent unauthorized grazing, timber cutting, burning, trash dumping, camping, campfires and general trespass on the Protected Property and to inform Grantor of any such activities as soon as practicably possible.

9. RESERVED RIGHTS

9.1 Generally. Grantor reserves all rights accruing from Grantor's ownership of the Protected Property including, without limitation, the right to engage in or allow others to engage in all activities or uses of the Protected Property that are not restricted or limited by the terms and conditions of this Conservation Easement, and to sell or transfer the Protected Property subject to this Conservation Easement, hereinafter the "**Reserved Rights.**"

9.2 Property Resources Values. "Property Resources Values" shall mean value obtained through enhancement of the ecosystems or environments on the Protected Property and/or value obtained through Grantor refraining from exercising, in whole or in part, any Reserved Right. Property Resources Values include, but are not limited to: mitigation or restoration credits for wetlands, forests, prairies, habitats, streams, cultural significance, energy, emissions, carbon sequestration, aquifer recharge, water quality, nutrients, and endangered species habitat or any other similar currency or credit asset for which a market may now or later come to exist. Grantor, for the benefit of Grantor and its assignees, reserves the right to manage or enhance the Conservation Values and/or to refrain, in whole or in part, from exercising Reserved Rights (including rights to conduct Forest Management Activities), within that portion of the Protected Property owned by a Grantor and to sell any Property Resources Values based upon and associated therewith, provided any such sale shall not physically harm the Protected Property's Conservation Values and shall not be inconsistent with the Purpose of this Conservation Easement. For example, Grantor may create a mitigation bank or participate with other parties to create a mitigation bank based upon Grantor's Reserved Rights in a portion of the Protected Property's carbon sequestration value or watershed value and receive compensation for the sale of credits from such bank.

9.3. Rules Regarding Use of Protected Property. Grantor may establish reasonable rules regarding use of the Protected Property so long as such rules (a) do not unreasonably restrict the rights granted to Grantee and members of the general public for access to the Protected Property as described in Sections 5 and 8 and (b) are otherwise consistent with the terms of this Conservation Easement. Grantor shall submit such rules to Grantee for review and comment as to compliance with the terms of this Conservation Easement, and Grantor shall consider Grantee's comments in finalizing the rules.

Notwithstanding the foregoing, Grantee and Grantee's employees and agents shall not be prevented from entering the Protected Property or portions thereof during reasonable hours to accomplish the purposes described in Section 5, except as may reasonably be required in order to

prevent harm or danger to persons or property. Grantee shall comply with such rules established by Grantor; and Grantee shall not use Access Corridors, Recreation Corridors, trails or roads located on the Protected Property in a manner that results in damage thereto or to the Protected Property.

9.4. Signs. Notwithstanding anything to the contrary contained herein, Grantor may erect and maintain on the Protected Property (a) signs indicating the name of the Protected Property, its ownership by Grantor, and its boundaries, for sale signs and signs limiting access or use in accordance with the terms of this Conservation Easement and with s.77.83(2)(c), Wis. Stats., and (b) erect reasonable safety, speed limit, informational, and interpretative signs. All signs will be located so as to minimize material adverse consequences to the Conservation Values to the maximum extent reasonably possible. Grantor shall have no obligation pursuant to this Conservation Easement to establish, mark, maintain, or repair Access Corridors or Recreation Corridors.

10. ENFORCEMENT

10.1. Notice. In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give notice to the violating Grantor and request corrective action sufficient to abate such violation (including, if applicable, any request by Grantee for Grantor to pay monetary damages) and, if applicable, restore the Protected Property to its condition immediately prior to the violation.

10.2. Grantee's Remedies. Failure by the notified Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of a notice given under Section 10.1 (or, if such corrective action cannot reasonably be completed within such thirty (30) days, failure by the notified Grantor to commence such corrective action within said period and to diligently pursue it to completion) shall, after seven (7) days notice to said Grantor, entitle Grantee to bring an action and obtain appropriate relief in law or equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement; to require the restoration of the Protected Property to substantially the same condition that existed immediately prior to the violation; to enjoin such non-compliance by temporary injunction in a court of competent jurisdiction (including, but not limited to, to seek a temporary injunction to prevent Forest Management Activities that are not in compliance with the terms of this Conservation Easement); and/or to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by Grantee, in its sole discretion, to corrective action on the Protected Property. If the court determines that the notified Grantor has failed to comply with this Conservation Easement, then such Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, and reasonable attorneys' fees, in addition to any other payments ordered by such court. If the court determines that the notified Grantor has complied with this Conservation Easement, Grantee shall, unless the Grantee is the State, reimburse said Grantor for any reasonable costs of enforcement, including costs of restoration, court costs, and reasonable attorneys' fees, in addition to any other payments ordered by such court.

10.3. Dispute Resolution. Grantor and Grantee agree that for any claims for money damages arising from any claim of violation of the terms of this Conservation Easement by Grantor or from any other dispute relating in any way to this Conservation Easement (a "**Monetary Claim**") the parties will attempt to resolve such Monetary Claim amicably either through direct negotiation or through private mediation (as provided for below). If either party wishes to mediate a Monetary Claim, such party shall deliver a written notice ("**Demand for Mediation**") to the other party demanding private mediation before a mutually acceptable third party mediator ("**Mediator**"). The Mediator shall have: (a) at least five (5) years experience in alternative dispute resolution processes, (b) such other experience relevant to the nature of the Monetary Claim as is deemed relevant by the parties to the dispute, and (c) no conflict of interest related to the Monetary Claim or the parties to the dispute. The parties shall make a good faith effort to agree on a mutually acceptable Mediator within thirty (30) days after delivery of the Demand for Mediation. To the extent either party proposes a person to act as the Mediator, such party will, at the same time, or as soon as possible thereafter, provide the other party such proposed Mediator's resume or *curriculum vitae* listing such proposed Mediator's qualifications so that the other party may make an informed decision as to whether said proposed Mediator is acceptable. If the parties cannot reach agreement on a mutually acceptable Mediator within thirty (30) days after delivery of the Demand for Mediation, then, within seven (7) business days after the expiration of such 30-day period, the parties will simultaneously exchange lists of up to four proposed Mediators each, together with each proposed Mediator's respective resume or *curriculum vitae*. Within the next seven (7) business days thereafter, the parties will simultaneously exchange and deliver to each other the other party's list with the unacceptable proposed Mediators stricken. Any proposed Mediators whose names have not been stricken will be deemed acceptable to both parties. If more than one name remains, the parties will contact the remaining proposed Mediators, and determine which are available, and have no conflict, before reaching final agreement on which to utilize. In the event all proposed Mediators are stricken from each party's list, then the attempt to mediate the Monetary Claim shall be terminated and the party that asserted the Monetary Claim shall be entitled to pursue all other remedies related to the Monetary Claim. The parties intend that the mediation process will commence and be completed as soon as practicable following selection of the Mediator, with a scheduling conference to be held with the Mediator as soon as reasonably possible.

10.3.1. Cessation of Use and/or Activity and Right to Other Relief. Immediately upon the delivery of a Demand for Mediation, throughout the pendency of such mediation and until the earlier of (i) the resolution in writing signed by all parties to the mediation of the dispute and claims giving rise to same, (ii) that date that is ninety (90) days after delivery of the Demand for Mediation, or (iii) the termination of the mediation because the parties to the dispute cannot agree upon a suitable Mediator, (A) the party engaging in the use and/or activity which has given rise to or is related in any way to the Monetary Claim shall cease said use and/or activity and (B) all notice and cure periods set forth in Section 10.2 and any applicable statute of limitations shall be tolled regarding the Monetary Claim and the party pursuing the Monetary Claim shall not pursue relief for such Monetary Claim in any court of competent jurisdiction. If cessation of such use and/or activity is not deemed adequate relief by the party pursuing the Monetary Claim, in its reasonable discretion such party shall also have the right to immediately seek relief other than the Monetary Claim in any court of competent

jurisdiction during the pendency of mediation, including, but not limited to, relief which will provide that the party engaging in the use and/or activity or causing same to occur, take steps to prevent or mitigate further damage from same, in addition to cessation and/or continued cessation of same.

10.3.2. Admissibility. The mediation proceedings are settlement negotiations and all offers, promises, conduct and statements, whether written or oral, made in the course of the proceedings are inadmissible in any litigation of the dispute. The parties agree not to subpoena or otherwise require the Mediator to testify or produce records, notes or work product in any future proceedings and no recording or stenographic record will be made of the mediation proceedings. However, evidence that is admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation session. All participants in the mediation shall be instructed as to the contents of this paragraph, by respective counsel to the parties, prior to the commencement of the mediation.

10.3.3. Costs, fees, and expenses. The actual costs of the mediation will be divided equally between the parties to such mediation, however each party will bear its own attorneys' fees and any other costs related to travel and subsistence of its participants.

10.4. Emergency Enforcement. Notwithstanding anything to the contrary, if Grantee, in its reasonable discretion, determines that as a result of a breach of this Conservation Easement, circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 10 without prior notice to Grantor or without waiting for the period for cure to expire.

10.5. Failure to Act or Delay. The failure of Grantee to insist upon the strict performance of any of the terms, conditions, covenants, or restrictions contained herein shall not be deemed a waiver of any terms or a bar to Grantee's enforcement of its rights or remedies hereunder in the event of any subsequent breach of, or noncompliance with, or fault in observance of, any of the terms, covenants or restrictions contained herein. Grantor hereby waives any defense of laches, estoppel, or prescription with respect to any delay by Grantee, its successors or assigns, in acting to enforce any restriction or exercise any rights under this Conservation Easement.

10.6. Violations Due to Causes Beyond Grantor's Control. Nothing herein shall be construed to entitle Grantee to institute any enforcement proceedings against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, earthquake, catastrophic insect infestation, disease, acid rain or other airborne pollutants introduced into the atmosphere by third parties, the unauthorized wrongful acts of third persons, or from any reasonable and reasonably necessary action taken by any person under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. Furthermore, nothing in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Protected Property or any injury to any person or property resulting from actions of Grantee or resulting

from the actions of any person whose presence on the Protected Property arises out of the exercise of Grantee's affirmative rights set forth herein.

10.7. Third Parties. Grantor and Grantee will cooperate in the enforcement of the terms of this Conservation Easement. Grantee shall have, and Grantor reserves, the right to pursue all legal remedies against any third party responsible for any actions that result in a breach of the terms of this Conservation Easement. In the event that either party determines that legal proceedings are necessary against a third party (a person or entity that is not Grantor or Grantee or their agents, contractors or employees), then such party may pursue legal proceeding and upon request, the other party may, in its discretion, join in such legal proceedings, provided that nothing herein contained shall obligate the other party to expend any funds, other than for its review of papers and execution thereof.

10.8. Termination and Limitation of Rights and Obligations. Upon conveyance of the Protected Property or any portion thereof (such property conveyed being referred to herein as the "**Conveyed Property**"), the former landowner shall cease to be responsible for compliance with the provisions of this Conservation Easement with respect to the Conveyed Property. With regard to the Conveyed Property, the former landowner's liabilities, indemnifications, and obligations as Grantor relating to acts or omissions occurring prior to conveyance of the Conveyed Property shall survive the conveyance, but Grantee shall have no remedies against such former landowner for actions or omissions occurring after such landowner conveys the Conveyed Property. A Grantor's rights, duties, liabilities, and obligations, as specifically granted or otherwise set forth herein, shall be limited to that portion of the Protected Property owned by said Grantor and shall not include any of the rights, duties, liabilities and obligations granted or otherwise set forth herein with respect to any of the Protected Property other than the portion owned by said Grantor. Upon Grantee's assignment or transfer of its rights under this Conservation Easement, in whole or in part, Grantee's rights and obligations under this Conservation Easement shall terminate with respect to such interest assigned or transferred, except the rights, liabilities, indemnifications and obligations relating to acts or omissions occurring prior to such assignment or transfer shall survive such assignment or transfer.

11. GENERAL PROVISIONS

11.1 Obligations of Ownership. Except as provided otherwise herein, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind accruing from the ownership of the Protected Property including, without limitation, the following responsibilities:

11.1.1 Taxes and Assessments. Grantor shall be responsible for the payment of all taxes and assessments levied against the Protected Property. In the event Grantor fails to pay any such taxes or assessments on any portion of the Protected Property within twelve (12) months of their original due date, or if earlier fifteen (15) days prior to the date on which any portion of the Protected Property may be forfeited for such non-payment, then Grantee may pay such taxes or assessments and, if Grantee makes such payment, Grantee shall have a right of reimbursement against Grantor for such amounts. In the event Grantor contests the amount or validity, or otherwise seeks an exemption or abatement, of any taxes or assessments levied

upon any portion of the Protected Property or seeks a reduction in the valuation of any portion of the Protected Property, and if Grantee is not the State of Wisconsin, Grantee shall, at no expense to Grantee, cooperate reasonably with said Grantor in connection with such activities, including, but not limited to executing any and all documents necessary in connection therewith.

11.1.2 Liability. Grantor shall defend, indemnify and hold Grantee harmless against all claims, loss, damage, and expense Grantee may suffer as a result of the negligent acts or omissions by said Grantor, or said Grantor's agents, officers or employees (which shall not include members of the general public) in the exercise of the rights reserved by Grantor. To the extent permitted by federal and state law, Grantee covenants and agrees to defend, indemnify and hold Grantor harmless against all claims, loss, damage, and expense Grantor may suffer as a result of the negligent acts or omissions by Grantee or its officers or employees (which shall not include members of the general public) in the exercise of the rights held by Grantee herein. Grantor is entitled to protection from liability to a person engaging in recreational activity on Grantor's property within the scope and limitations of s. 895.52, Wis. Stats.

11.2 Representations and Warranty. Grantor hereby warrants and represents that Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this Conservation Easement, that the Protected Property is free and clear of any and all encumbrances except for those listed on **Exhibit B** and that Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement. It is understood and agreed by the parties that the underlying fee title to the Protected Property remains in Grantor, subject to the terms of this Conservation Easement. Except as disclosed to Grantee in connection with the grant of this Conservation Easement, to Grantor's knowledge as of the Effective Date, Grantor represents and warrants that no hazardous waste substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Protected Property and that no underground storage tanks are located on the Protected Property.

11.3 Entire Agreement. This instrument sets forth the entire agreement of the Grantor and Grantee relating to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

11.4 Conservation Easement Binding on Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall bind and inure to the benefit of the Grantor and Grantee, their personal representatives, heirs, successors, assigns, and all others who exercise any right by or through them and shall run in perpetuity with the Protected Property. Grantor shall inform all others who exercise any right by or through Grantor on the Protected Property of the terms of this Conservation Easement. Grantor shall incorporate by reference the terms of this Conservation Easement in all deeds or other legal instruments by which Grantor conveys an interest including, without limitation, a leasehold interest, in the Protected Property. In addition, Grantor shall give written notification to Grantee of any such proposed conveyance of fee title at least thirty (30) days prior to the date on which the conveyance will take effect. The breach by

Grantor's failure to give such notification shall not limit Grantee's rights of enforcement or impair the validity of this Conservation Easement.

11.5 Amendments. This Conservation Easement may be amended by written agreement of the Grantor and Grantee, provided that no amendment shall be allowed that will affect the validity and enforceability of this Conservation Easement under any applicable laws. Any amendment (i) shall be consistent with the Purpose of this Conservation Easement and (ii) shall either enhance or shall not impair any significant Conservation Values of the Protected Property. Grantee may, in Grantee's sole discretion, withhold its agreement to an amendment of this Conservation Easement. Any amendment shall be in writing, shall refer to this Conservation Easement by reference to its recording data, shall be signed by Grantor and Grantee, shall include the consent of others as required by law or contract, and shall be recorded in the land records of the counties in which the Protected Property is located.

11.6 Development Rights not Transferable. The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of the Grantee, which shall not be unreasonably withheld, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any residential building on the Protected Property allowed to be maintained or constructed as herein provided.

11.7 Consent. Except as otherwise specifically provided for herein, whenever a consent or approval is required from either Grantor or Grantee, such party shall not unreasonably withhold or delay its consent or approval. In addition, except as otherwise specifically provided for herein, whenever a consent or approval is required from either Grantor or Grantee, the party seeking the consent or approval shall send a written request for such consent or approval by registered or certified mail, return receipt requested, to the address of the other party as hereinafter provided and that party shall respond to the request within thirty (30) days of its receipt. Notwithstanding the foregoing, (a) Grantee may give its consent or approval only if it determines, in its reasonable discretion, that consent to or approval of the request does not violate the Purposes of this Conservation Easement and either enhances or does not impair any significant Conservation Values of the Protected Property and (b) Grantor and Grantee have no right or power to agree to any activities that would result in the termination of this Conservation Easement.

11.8 Estoppel Certificates. Upon request by Grantor, Grantee shall, as soon as possible and using its best efforts to do so within thirty (30) days after receipt of such request, execute and deliver to said Grantor, or to any party designated by said Grantor, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, said Grantor's level of compliance with any obligation of said Grantor contained in this Conservation Easement and or otherwise evidences the status of this Conservation Easement as may be reasonably requested by said Grantor. Such documentation shall describe the condition of the Protected Property, as

known by Grantee, as of the date of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection at said Grantor's cost, and using commercially reasonable efforts to do so within forty-five (45) days after receipt of said Grantor's written request therefore.

11.9 Grantor's Rights and Obligations. Grantor's rights, duties and obligations, as specifically reserved, granted or otherwise set forth herein, shall be limited to that portion of the Protected Property owned by said Grantor and shall not include any of the rights, duties and obligations reserved, granted or otherwise set forth herein with respect to any portion of the Protected Property except the portion owned by said Grantor. In the event of a breach of the terms of this Conservation Easement by a Grantor who owns a portion of the Protected Property, no other Grantor who owns any other portion of the Protected Property shall be liable for said breach.

12. EXTINGUISHMENT; EMINENT DOMAIN

12.1 Property Right; Valuation. This Conservation Easement is a real property interest, immediately vested in Grantee, which, for purposes of this Section 12, Grantor and Grantee agree has a stipulated fair market value determined by multiplying the fair market value of the Protected Property unencumbered by this Conservation Easement (minus any increase in value after the date of this Conservation Easement attributable to improvements made by Grantor) by the ratio of the value of this Conservation Easement at the date of this grant to the value of the Protected Property, unencumbered by this Conservation Easement, at the date of this grant. For purposes of this Section 12, the ratio of the value of this Conservation Easement to the value of the Protected Property unencumbered by this Conservation Easement shall remain constant, and is herein referred to as the "**Easement Value Ratio.**"

12.2 Extinguishment. If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property, or any portion thereof, for the Purpose described herein, and if the restrictions of this Conservation Easement are extinguished by judicial proceedings, then upon the sale, exchange, lease or involuntary conversion of the Protected Property or any portion thereof, Grantee shall be entitled to receive for its interest the net proceeds from the sale, exchange, lease or involuntary conversion, multiplied by the Easement Value Ratio, and Grantor shall receive the balance. In the case of an exchange, the net proceeds shall be the fair market value of the property that Grantor receives in exchange for the Protected Property, or portion thereof, reduced by out of pocket costs associated with acquisition, excluding attorneys' fees.

12.3 Eminent Domain. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. Grantee shall be entitled to receive for its interest the net proceeds from the exercise of eminent domain, multiplied by the Easement Value Ratio, and Grantor shall receive the balance. All expenses incurred by Grantor and Grantee in this action shall be paid out of the recovered proceeds prior to the computation of Grantee's share.

12.4 Reimbursement of Federal Funds. In the event that this Conservation Easement is acquired by the State of Wisconsin with federal funds, and that the interest of the State of Wisconsin is ever sold, exchanged, or otherwise disposed of, the Grantee shall reimburse the United States of America for the fair market value of that interest at the time of disposal, provided that the United States may exercise discretion to consent to such sale, exchange, or disposition upon the Grantee's tender of other equal value considered acceptable to the United States.

12.5 Grantee's Use of Proceeds. Grantee will use its share of any proceeds received by Grantee pursuant to Section 12 in a manner consistent with the Purposes of this Conservation Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)ii) of the Code.

13. ASSIGNMENT

This Conservation Easement is an easement in gross and may be assigned or transferred by Grantee to an organization or entity that is (a) a "qualified organization" as that term is defined in Section 170(h)(3) of the Code and is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code and (b) is a "not-for-profit" or "public body" entitled to hold Grantee's interest hereunder provided any such transfer or assignment of this instrument is consented to in writing by Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee may assign or transfer this Conservation Easement to the State of Wisconsin, without the consent of Grantor. Any and all transferees or assignees will be required to carry out in perpetuity the Purposes which this Conservation Easement was originally intended to advance and shall be responsible for the obligations, responsibilities and duties of Grantee. Any assignee of this Conservation Easement, its successors or assigns, shall have the same right to assign this Conservation Easement as provided to Grantee herein.

[Note to Drafter: If federal Forest Legacy funds are used for acquisition, include the following: If federal Forest Legacy funds are used to acquire this Conservation Easement, any assignment of this Conservation Easement shall require the prior consent of the United States.]

14. NOTICE

14.1 Although the Grantor need not obtain approval of the Grantee in order to exercise any right reserved hereunder, unless otherwise stated herein, the Grantor hereby agrees to notify the Grantee in writing before exercising any reserved right which, in Grantor's reasonable determination, may have an adverse impact on the Purpose associated with the Protected Property.

14.2 Any notice, demand, request, approval, or other communication that either party wishes to or must give to the other shall be in writing and delivered either by (i) personal delivery, (ii) recognized overnight courier service with receipt, or (iii) certified U.S. mail, return receipt requested, to the following addresses or such other address as either party shall designate by written notice to the other:

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GRANTOR

CF/FIA

And to:
Sutherland Asbill & Brennan LLP
999 Peachtree Street
Suite 2300
Atlanta, Georgia 30309
Attention: Enrique R. Anderson

GRANTEE

Wisconsin Department of Natural
Resources
101 S. Webster Street
PO Box 7921
Madison, Wisconsin 53707-7921

OR

The Nature Conservancy
4245 North Fairfax Drive
Suite 100
Arlington VA 22203-1606
Attn: General Counsel

With a copy to:
The Nature Conservancy
Midwestern Resource Office
1101 West River Parkway
Suite 200
Minneapolis MN 55415-1291
Attn: Legal Department

And to
The Nature Conservancy
633 West Main Street
Madison, WI 53703

Notices shall be effective on the second day after being mailed (whether actually received or not) or upon actual receipt if given in any other manner; provided inability to make delivery due to changed address of which no notice was given, or refusal to accept delivery, shall constitute receipt for purposes hereof.

15. COUNTERPARTS

15. Counterparts. This Conservation Easement may be executed in two or more counterparts. Each counterpart shall be deemed an original instrument.

16. GOVERNING LAW

This Conservation Easement shall be governed by the laws of Wisconsin. If any term of this Conservation Easement or its application to a specific person or set of facts is held invalid, such invalidity shall not affect its application to other persons or other sets of fact and shall not affect the remaining terms of this Conservation Easement.

CONSERVATION EASEMENT #__

EXHIBIT A

LEGAL DESCRIPTION

See attached map for designated conservation easement areas.

CONSERVATION EASEMENT #__

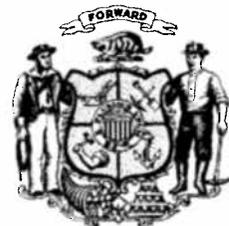
EXHIBIT B

PERMITTED EXCEPTIONS

[To be inserted based on title examination and review of unrecorded documents in Grantor's due diligence prior to acquisition of the Protected Property.]



WISCONSIN STATE LEGISLATURE



64,600 acres of northwoods and waters protected

In far northeastern Wisconsin on the border with Michigan's Upper Peninsula, some of Wisconsin's wildest rivers are formed in the heart of a great forest and begin their journey to Lake Michigan. The forests these rivers traverse provide food and shelter for eagles, songbirds, and wolves, as well as jobs, forest products, and recreation opportunities.

An unprecedented partnership among The Nature Conservancy, the State of Wisconsin, and two timber investment companies will forever conserve this special place—more than 64,600 acres of forests, lakes and rivers in Florence, Forest and Marinette counties—for people and nature.

The "Wild Rivers Legacy Forest" project represents the largest land conservation project in Wisconsin history and one that will protect wildlife habitat, water quality, and public recreation opportunities, and ensure a future supply of forest products and local jobs.

A Changing Landscape

The changing economics of the forest products industry are forcing an unparalleled change in ownership of forests across the United States, including Wisconsin. Large blocks of industrial forestland, which are so much a part of the character and beauty of our Northwoods and provide endless opportunities for recreation, are being bought and sold at a rapid rate.

Continued on page 6

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message from the state director

Wisconsin Outdoor Education Expo2006

May 19-20, 2006



Over the past few years, The Nature Conservancy and its members have celebrated many land conservation successes in Wisconsin's Northwoods, including more than 20,000 acres protected in the Kakagon/Bad River

Sloughs in Ashland County, and over 3,000 acres at the Catherine Wolter Wilderness Area and the Tenderfoot Forest Reserve in Vilas County.

In the pages of this newsletter, you will read about our biggest forest conservation project yet—more than 64,600 acres of forests, lakes and rivers in northeast Wisconsin. It's a huge accomplishment and cause for celebration!

We are, however, in the midst of an unprecedented period of land ownership change that could vastly alter the northern Wisconsin landscape. Large industrial landowners, mostly timber and paper companies, are selling their forestlands in northern Wisconsin, leaving these forest habitats vulnerable to fragmentation and development, putting wildlife habitat, recreational access, water quality and the future supply of forest products and jobs at risk.

In a time of tight budgets and pressing needs, we believe a balanced approach to conservation that considers both ecological and economic needs is the most effective way to conserve these large forest habitats in northern Wisconsin.

The Wild Rivers Legacy Forest project does just that, bringing together the strengths of business, government and the non-profit sector to conserve our northern forests in an innovative, economical way that benefits nature and people.

One of the Conservancy's highest priorities in the coming years will be working with others to encourage, and provide incentives for, conserving and sustainably managing large parcels of working forestland in the North.

We will not accomplish this work alone, but in partnership with govern-

ment, local communities, business and industry, conservation organizations, and others who recognize that conserving healthy ecosystems also benefits the economy, recreation, and human health and well being.

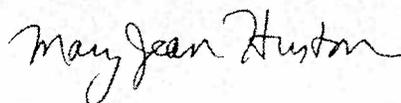
The Knowles-Nelson Stewardship Fund, a state land and water conservation program, is one of our best conservation partners and an essential part of our ongoing efforts to protect the Northwoods. Since its inception in 1989, the program has helped to conserve nearly 350,000 acres of Wisconsin's most outstanding habitats.

The Stewardship Fund is currently funded at \$60 million annually and will expire in 2010 if not reauthorized by the Legislature.

The Conservancy has worked in a bipartisan fashion to keep the Stewardship Fund strong and fully funded. Over the next two years, we will call on you, our members, to express your support and work in your local communities to ensure that this vital private-public partnership is reauthorized during the next state budget process or soon after.

Through our public policy work, the Conservancy has cultivated strong working relationships with many key decision makers in the Legislature, which will be important in the coming years as we continue our habitat conservation efforts and work for reauthorization of the Stewardship Fund.

We also appreciate the role that our members have played and continue to play in conserving Wisconsin's lands and waters. We welcome your continued commitment as we work to ensure that future generations will enjoy the vast forests and wild lakes and streams of our great Northwoods.



Mary Jean Huston
State Director

"See-Touch-Do" is the theme of Wisconsin Outdoor Education Expo2006, a two-day, hands-on event designed to introduce children and families from throughout Wisconsin to the outdoors. Some of the activities featured at the expo include archery, camping, fishing, firearm safety, and sporting dogs.

"We hope that Expo2006 will help build and strengthen a love of nature and the outdoors in young people that enriches their lives and prepares them to be good stewards of our lands and waters," said Rebecca Smith, the Conservancy's assistant state director.

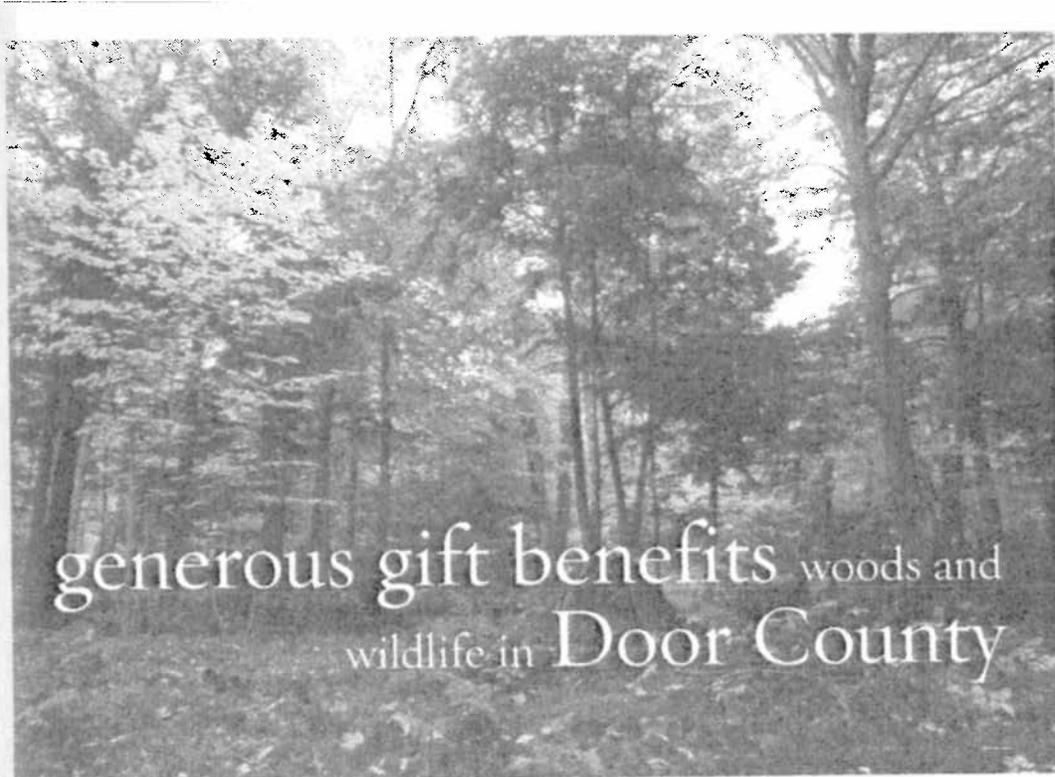
Expo2006 is a free event organized and produced by the Wisconsin Outdoor Alliance Foundation. The Nature Conservancy in Wisconsin is a sponsor. For more information, visit www.wisexpo.com.

COURTESY OF WISCONSIN OUTDOOR EDUCATION



Nature Conservancy "Most Trusted Organization"

In a survey conducted in December 2005, Harris Interactive, a worldwide market research company, found The Nature Conservancy to be the most trusted organization among 13 leading non-profit organizations, think tanks and associations. According to Harris, 79% of those familiar with the Conservancy said they trusted the organization, which was the highest trust score of any organization tested. Learn more about the survey on the Web at nature.org/pressroom.



generous gift benefits woods and wildlife in Door County

The Conservancy protects "cool climate" forest and habitat for rare Hine's emerald dragonfly and dwarf lake iris in Door County.

In 1994, Mr. and Mrs. Harold T. Lange, Jr. purchased 22 acres in Door County's Shivering Sands conservation area to protect a special place and maintain it in its natural state. This winter, the Lange family accomplished this goal in a more permanent way—they sold their land to The Nature Conservancy, making a gift by selling it at significantly less than fair market value. The Langes also made a generous gift to endow the long-term stewardship of the land. A grant from the Knowles-Nelson Stewardship Fund provided the additional funding needed to protect the property.

The Lange property is adjacent to Shivering Sands Preserve, south of Whitefish Bay, and provides protection to a regionally rare type of forest, groundwater protection for nearby breeding habitat of the Hine's emerald dragonfly, and protection to a small population of dwarf lake iris. The Hine's emerald dragonfly is a federally endangered species, and the dwarf lake iris is listed as federally threatened.

The 22-acre addition to the preserve holds a significant portion of the last remnant of a once larger stand of Lake Michigan coastal conifer forest in the area. This interesting "cool climate" forest grows on very thin soil on top of bedrock along the shores of Lake

Michigan. It contains tree species such as balsam fir and white spruce that are more commonly found in the great boreal forests of Canada. Here these species grow with white pine, white cedar, white birch and hemlock, which are commonly found in northern Wisconsin.

There are many cracks, crevices and sinkholes in the bedrock on the Lange parcel, making it an important place where water passes quickly from the surface to the underlying bedrock. Maintaining high water quality in the area is important as the Hine's emerald dragonfly, which is sensitive to variation in water quantity and quality, breeds in a nearby wetland which may receive groundwater originating in the area of the Lange tract.

"We feel very fortunate that the Langes wanted to conserve this property and chose to work with The Nature Conservancy to do so," said Mike Grimm, a conservation ecologist with the Conservancy's Sturgeon Bay office. "If the land had been developed, the quality of this forest stand would certainly have been lost, along with the dwarf lake iris, and groundwater quality would have been jeopardized."

For more information about the Shivering Sands Preserve, please contact our office in Sturgeon Bay at 920-743-8695.

Door County Festival of Nature, May 25-27, 2006

Come celebrate the wonders of spring-time in Door County with guided field trips to some of the most beautiful and unique areas in the county including Nature Conservancy preserves, State Natural Areas, and private lands protected through conservation easements.

The Festival is a cooperative effort of The Ridges Sanctuary, The Nature Conservancy, the Door County Land Trust, Crossroads at Big Creek and The Clearing.

For more information, visit the Field Trips and Events section of our Web site at nature.org/wisconsin or call The Ridges Sanctuary at (920) 839-2802.

A Roadmap for Saving the Great Lakes

The Nature Conservancy and Nature Conservancy of Canada recently released a roadmap to protect and restore the Great Lakes ecosystem. Known as the Binational Conservation Blueprint, the document highlights more than 500 areas - including the Door Peninsula, Brule River, and Chequamegon Bay in Wisconsin - that represent our best chance to conserve lands and waters that are critical not only to people but also to wildlife and natural communities.

Just a few reasons why the Great Lakes are so great:

- The Great Lakes hold 20% of the world's and 95% of North America's surface freshwater.
- More than 26 million people rely on the lakes for drinking water.
- Spread evenly across the continental U.S., the Great Lakes would submerge the country under about 95 feet of water.
- Hundreds of millions of birds, including North America's rarest songbird, the Kirtland's warbler, migrate through and breed in the Great Lakes region.

For more information about the Blueprint, please visit our Web site at www.nature.org/greatlakes.

Spring Field Day at Nature Conservancy Preserves

Saturday, May 20, 2006

Spring is a beautiful time to take a walk at a Nature Conservancy preserve. Please join us on Saturday, May 20, for our Spring Field Day. You'll learn more about our conservation efforts and see the places you are helping us conserve.

Trips are limited and registration is required. To register, call or e-mail Cary Moon Reich on or after May 10 at (608) 251-3994, ext. 130, or cary_reich@nc.org. Additional details about each trip, including difficulty level, directions, and what to bring, are on our Web site at nature.org/wisconsin in the Field Trips and Events section.

Baraboo Hills Trek

• Sauk County

• 9:00 a.m. to 3:00 p.m.

Enjoy the songbirds and spring wildflowers of this unique landscape in southern Wisconsin with trip leader Gary Werner, executive director of Partnership for the National Trails System. We will explore the scenic and rugged terrain of the Hemlock Draw Preserve and learn about the importance of the Baraboo Hills as one of the most biologically diverse areas in the western hemisphere. An additional hike at Pine Hollow will be offered to interested participants (about 3 hours). Limit: 20 people

Canoe in Tenderfoot Forest Reserve

• Vilas County

• 8:00 a.m. to 1:00 p.m.

Matt Dallman, Conservancy director of conservation for northern Wisconsin, and outdoor writer and historian John Bates will lead this canoe trip across Palmer Lake to Tenderfoot Lake and the Tenderfoot Forest Reserve. Nearly four miles of undeveloped shoreline stretch along Tenderfoot, Roach and Mirror lakes. We will hike the reserve's mosaic of forests that range from aspen to old-aged hardwoods and learn why this is ideal habitat for the endangered

American marten, wolf and moose, and birds like the black-throated blue warbler. Limit: 8 canoes

Niagara Escarpment at Ellison Bluff County Park

• Door County

• 9:00 a.m. to 12:00 p.m.

Mike Grimm, Conservancy conservation ecologist, will lead this trip on a prominent outcropping of the Niagara Escarpment, a rock formation that arcs around the northern shores of Lakes Michigan and Huron from Iowa to New York. Spring wildflowers such as trillium and migratory songbirds are found in the diverse forest at the park. Northern hardwood forest habitat is dominant on the bluff top but abruptly changes at the steep cliff edge where 200-300 year-old white cedars cling to the bare, eroded dolomite. Mike will identify the plants and animals found here and discuss the important work of the community, partners and the Conservancy to protect this special place. Limit: 14 people

Stream Restoration at Military Ridge

• Iowa County

• 9:00 to 12:00 p.m.

Join leaders Steve Richter, director of land management for the Conservancy, and Dave Marshall and Bob Hansis from the Wisconsin Department of Natural Resources to learn about stream restoration to improve water quality for non-game fish on branches of the Pecatonica River. We will learn about threats to the natural stream environment, including nitrogen loading and run-off, and restoration techniques such as removal of trees, erosion control, stream bank contouring, and the removal of hundreds of tons of sediment. Limit: 24 people

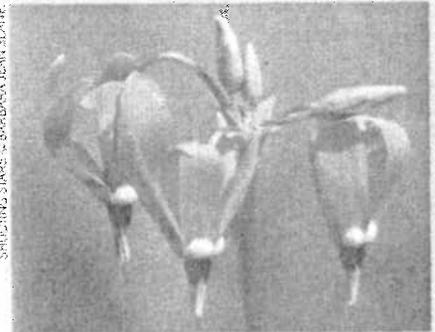
Chiwaukee Prairie Open House

• Saturday, May 27, 2006

• 10:00 a.m. to 12:00 p.m.

Join the Chiwaukee Prairie Preservation Fund for an open house at Chiwaukee Prairie in Kenosha County, where participants can take guided trips and see spring blooming plants including blue-eyed and yellow star grass, puccoon, bird foot violers, and "millions" of shooting stars. Leaders will identify birds, amphibians and plants and discuss restoration, stewardship and protection of this unbroken stretch of prairie. A special children's field trip is also offered. Prairie-related items will be for sale and refreshments will be served. No reservations are required. Additional details, including directions, are on our Web site at nature.org/wisconsin in the Field Trips and Events section.

SHOOTING STARS © BARBARA JEAN SLAHE



winning images

from The Nature Conservancy *Wisconsin Trails*
2005 PHOTOGRAPHY CONTEST

Wisconsin's forests, lakes, rivers, prairies, and farmlands offer beauty and recreation throughout the seasons, support a variety of wildlife, and provide important economic resources. They also inspire photographers!

On this page are just a few of the spectacular winning images from our 2005 photography contest. We had more than 500 entries, and it was difficult choosing the winners. Special thanks go to our judges Kathie Campbell, creative director of Trails Media Group; Jamie Young, fine-art and commercial photographer; and Jill Pelisek, Nature Conservancy board member.

To view more winning images, you can pick up a copy of the April 2006 issue of *Wisconsin Trails* magazine or visit our Web site at nature.org/wisconsin to see a slide show. The photographs will also travel the state in 2006 in an exhibit starting in May at the Northern Great Lakes Visitor Center in Ashland. We'll post information about the exhibit on the Web at nature.org/wisconsin and wisconsintrails.com, or call our office at 608-251-8140.

SPECIAL PLACES First Prize

Darryl Beers, Algoma
"Cata Island Daybreak," Door County

An island on Lake Michigan that you can walk to—how special is that? Add a majestic lighthouse and the ante rises significantly. In all seasons, this tiny island is a joy to explore, either along the path to the light station or around the rocky shore where one can face the lake from all directions. As many times as I have been to this island, each time I return is another new and exciting venture.

—Darryl Beers



SPECIAL PLACES Second Prize

Randy Larson, Hollandale
"Iowa County Ridge Top,"
near Blanchardville

My special place is a beautiful ridgetop that has been a part of our family farm, and our lives, for nearly 40 years. I can remember the first pheasant I shot here as a young boy on a cool November day long ago, the smell of freshly mown hay and the last load baled on a hot July day. We had many Fourth of July family picnics here, where we could see a dozen or more fireworks on the horizon from surrounding communities. It was also here that I came to escape, and to observe the subtle changes of each season. Even after all these years, I get as excited on the drive up to this ridge as I did the very first time. This is a special place that continues to touch my soul and lift my spirits.

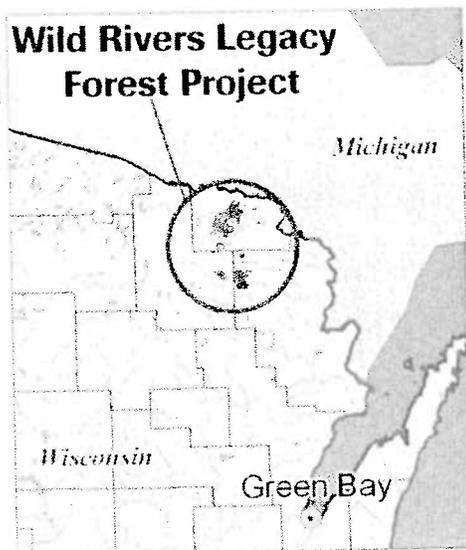
—Randy Larson



WILDLIFE First Prize

James W. Miller, Madison
"Great Blue Heron," Middleton





These changes in land ownership can result in large forests being cut harder in a short period of time by the new owners or divided into smaller pieces and sold for development to provide maximum returns to investors. This puts wildlife habitat, public access, jobs—everything we value about our forests—at risk.

At the same time, the changes also provide an opportunity for land trusts like The Nature Conservancy, government, business, and others who care about the future of Wisconsin's Northwoods to protect these special lands in a way that conserves both their ecological and economic values.

Conservation Opportunity

In July 2005, International Paper (IP) announced the potential sale of up to 6.8 million acres of forestlands it owns in the United States. IP's holdings in northeastern Wisconsin had previously been identified by the Conservancy as its highest priority for forest conservation in Wisconsin, Michigan, Minnesota, and Ontario, Canada.

The land encompasses vast areas of northern hardwood forest, more than 40 lakes and ponds, a major portion of the headwaters of two of Wisconsin's three Wild Rivers—the Pine and Popple—and 70 miles of rivers and streams including several outstanding trout streams. The waterways, located in the upper reaches of the Green Bay watershed, flow into and contribute to

water quality in Lake Michigan and the larger Great Lakes system. The property provides important habitat for wildlife including trout migratory waterfowl and songbirds, rare species like the pine marten, and wide-ranging mammals like wolves and bear. It also provides exceptional recreation opportunities, including hunting, trout fishing, snowmobiling, canoeing, kayaking, cross-country skiing, wildlife watching, and more.

The early history of these forests was one of careful management by the Goodman Lumber Company, one of the first companies to practice long-term, sustained yield northern hardwood forestry. The land contains some of the richest soils in Wisconsin for growing hardwood saw timber and provides important high skilled, high paying jobs in a remote corner of the state.

Conservancy Negotiates Exceptional Deal

The Nature Conservancy, the State of Wisconsin and two timber investment companies that share our goals of sustainable forest management—Conservation Forestry LLC and Forest Investment Associates—participated in an open, competitive bid process to acquire the land from International Paper.

The Nature Conservancy negotiated an agreement to purchase these lands from IP that achieves the best possible outcome for conservation of one of Wisconsin's finest landscapes and the most ecologically important large block of forest in the Upper Midwest.

The people of Wisconsin will own the heart of the Wild Rivers Legacy Forest—a core of wild and scenic rivers and lakes comprising 5,610 acres in Florence County, which the State will purchase from IP.

The State will own a working forest conservation easement on 59,023 acres of the land purchased by Conservation Forestry LLC and Forest Investment Associates from IP. The timber companies will own the land and the right to manage it for timber production, but the people of Wisconsin will own the

public access and development rights as well as the right to ensure that forestry activities are conducted in ways that protect wildlife habitat, water quality, and forest health and diversity while maintaining local forest industry jobs.

The easement runs with the land in perpetuity, so all future owners will have to abide by its terms regardless of whether or not they choose to enroll the land in the Managed Forest Law program.

"The Wild Rivers Legacy Forest project is truly a win for the people of Wisconsin," said Mary Jean Huston, state director of The Nature Conservancy. "It's an outstanding example of the creative, innovative way that business, government and conservation can—and should—work together to conserve our natural resources for the benefit of people and nature today and far into the future."

How You Can Help

The State will invest \$39 million to purchase the forests, lakes and rivers in Florence County at the heart of the project area, as well as the working forest conservation easement. While a significant portion of the funding will come from the Stewardship Fund program, other sources will be pursued including federal Forest Legacy grants. Conservation Forestry LLC and Forest Investment Associates will provide \$44.6 million in private capital to buy the remainder of the land.

The Conservancy is committed to raising at least \$3 million in private funds to cover essential costs to complete the transaction and allow the State to spread Stewardship Funds for this project over two years instead of one.

At The Nature Conservancy, we are doing all we can to conserve the health, diversity, and beauty of Wisconsin's Northwoods. If you'd like to support our efforts and be a part of this landmark conservation project, please use the enclosed envelope to make a donation or call us today at 608-251-8140.



generous gift helps prepare tenderfoot for visitors

A generous gift helps The Nature Conservancy prepare to open the Tenderfoot Forest Reserve to the public by Memorial Day.

Arthur L. "Bud" Johnson, Jr. had deep respect for the natural beauty of land and supported organizations that preserve and care for wildlife and the world's natural resources. Today, his vision is carried on by The Arthur L. and Elaine V. Johnson Foundation.

This winter, the Foundation made a \$50,000 gift to The Nature Conservancy to improve public access and assist with land management at our newest preserve – Tenderfoot Forest Reserve in Vilas County.

"We were inspired by this opportunity to protect the pristine, untouched old-growth forest at Tenderfoot so that future generations will be able to visit and enjoy it," said Sally H. Mode, Senior Trustee at the Foundation. "The Nature Conservancy is a marvelous organization and we are pleased to partner with them."

The Foundation is also supporting the Conservancy's work to conserve biologically significant lands and waters in rapidly urbanizing areas in central Arizona.

A landscape of undeveloped lakes and old-growth forest, Tenderfoot was owned and cared for by one family for more than 120 years. Last fall, The Nature Conservancy launched a \$5.7 million effort to purchase this special place from the Rahr family and conserve it for the future benefit of both natural and human communities.

The preserve is scheduled to be open to the public by Memorial Day. The Foundation's gift will allow us to build a small boat dock on the property, create signage to inform and guide visitors, improve trails, and control invasive species such as purple loosestrife and honeysuckle.

Funding for Tenderfoot consists of a \$2.1 million grant from the Knowles-Nelson Stewardship Fund, a donation of about \$1.2 million of the value of the property from the Rahr family, and \$2.4 million to be raised privately. Meeting our private fundraising goal will also advance conservation efforts in the Border Lakes Area, the 24,000-acre forested landscape of which Tenderfoot is an important part.

The Foundation's gift, combined with gifts from over 75 additional supporters, has brought The Nature Conservancy within \$800,000 of reaching our \$2.4 million private fundraising goal.

We're grateful to everyone who has supported this spectacular project, and we invite others who are interested in playing a role to join the effort today.

In celebration The Nature Conservancy has received contributions in honor of the following people and special occasions. John & Barbara Aubry • Bruce Barton & Karen Rattunde • Luke & Sande Belden • Daniel Bormann & Jeanne Matchif • Nancy & Steve Braker • Harry & Susan Butler • Mr. & Mrs. Mark A. Cullen • Diana Durant • Emily H. Earley • Gileen & Paul Gottwald • Charles Hammer • John & Cate Harrington • Beverly Kiesling • Ellen G. Lippincott & Chris Gabel • Robert Maney • Jill Pelisek • Mr. & Mrs. Edward V. Schten • John Stoelting • Daniel & Therese Strome • Mr. & Mrs. Edruid Swingen • Ruth & John Thompson • Mr. & Mrs. John W. Thomson • Sarita Trewartha • Richard G. Urban • Harold Vanselow & Carol Shaddy • Anniversary of Phoebe & Franz Samelson • Birthday of Aaron Berstein • Birthday of Dean Jacobsen • Graduation of Nicholas Jensen • Wedding of Shali Pfeiffer & Keith Pollack • Wedding of Pamela S. Troxtell & John Olson • Wedding of Philip Whitford & Susan Dickert

Preserving more than a memory Memorial contributions from the relatives and friends of the following people have been received for the protection of natural areas both within and beyond Wisconsin. William Anderson • Wayne Anderson • Paul DeNuccio • Dr. Charles Desch • Kate Drescher • Jeanne Ehlinger • Vic Feller • Marietta Flietler • Tom Frost • Angie Haake • Warren Hart • Rosemary Horgan • Margaret Lalor • Dr. William P. Lentz • Judy Meissner • Gaylord Nelson • Deborah Nettum • Carolyn Notz • Emma Oettle • Bob Rohde • Judy Silverstein • Harvey Sporka • Gerald A. Stewart • D. Dean Thompson • Lena Vetter • Hugh D. Wallace • Kathryn Whitford • Bjorg Wickert
Gifts listed were received prior to February 23, 2006

Correction: In the Winter 2005-2006 issue of this newsletter, **Tom & Shaila Bolger** and **Grant Abert** should have been listed as Last Great Places Society members in our fiscal year 2005 Annual Report. We value their support and regret this oversight.

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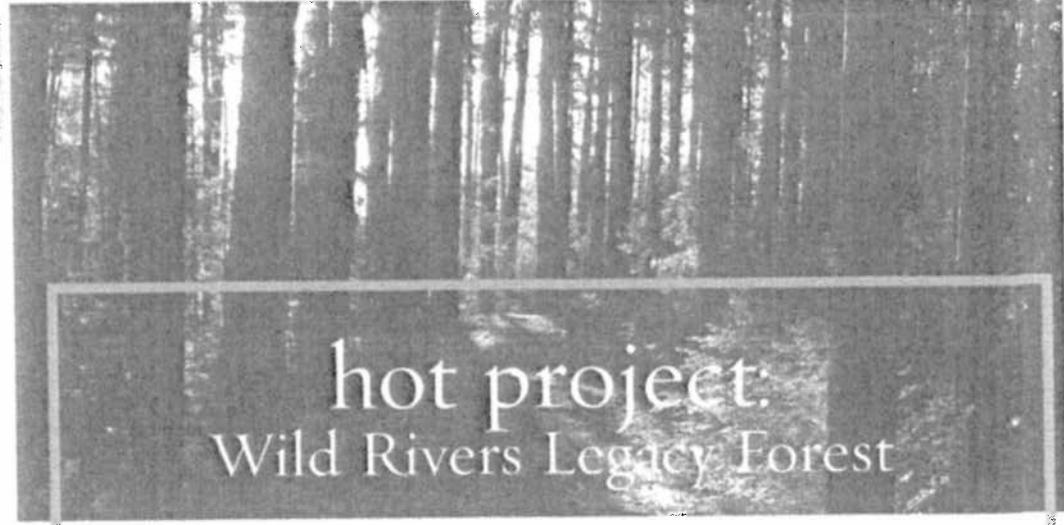
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This newsletter is published twice a year.

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hot project: Wild Rivers Legacy Forest

Lowering evergreens, fall colors reflected in quiet lakes, trails winding through the woods that are perfect for a quiet walk or exhilarating snowmobile ride are all part of what make Wisconsin's Northwoods a wonderful place to spend time with family and friends or in quiet reflection. A landmark conservation project, negotiated by The Nature Conservancy in partnership with the State of Wisconsin and timber investment partners, will conserve more than 64,600 acres of forests, lakes, and rivers in this very special part of our state. **the opportunity** The Nature Conservancy and its partners were the successful bidders in an open, competitive bid process structured by International Paper to sell its forestlands in Florence, Forest and Marinette counties. The purchase price is \$83.675 million and will come from a Knowles-Nelson Stewardship Fund grant, private capital from the timber investment partners, and privately raised funds from The Nature Conservancy. The Conservancy's financial investment is critical to completing the transaction, and it allows the State of Wisconsin to spread use of Stewardship Fund dollars over two years, rather than one, so that funds are available for critical conservation projects in other parts of the state. **what you can do** The Conservancy has committed to raise at least \$3 million to ensure conservation of the Wild Rivers Legacy Forest. We continue to raise funds to purchase the spectacular Tenderfoot Forest Reserve in Vilas County from the Rahr family. We are doing all we can to conserve the health, diversity, and beauty of the Northwoods forests, lakes and rivers that we love for future generations to cherish and enjoy. Now, more than ever, we need your help to make this dream a reality. If you'd like to help, please use the enclosed envelope to make a contribution to The Nature Conservancy or call us today at 608-251-8140.

The Nature Conservancy 
SAVING THE LAST GREAT PLACES ON EARTH

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Kudos to Our Talented and Energetic Volunteers

Thanks so much to one of our newest volunteers, Leah McCurry, who helps out in our Madison office. We appreciate Leah's attention to detail whether she is preparing beautiful lunches for meetings or meticulously touching up the paint on our walls. And the Conservancy is only one of many places that benefit from Leah's cheerful and reliable efforts. It's a pleasure to have her in our office!

We appreciate the amazing amount of work our Baraboo Hills stewardship volunteers have done to clear fire breaks in Happy Hill Glades, a fire-dependent community that will be burned this spring. Breaks for the 127-acre unit were finished in one work party, when staff had estimated the work would take at least two. Volunteers have also been busy controlling buckhorn at Baxter's Hollow.

Thanks to Jeff Meyers for his year-round dedication and hard work at the monthly Military Ridge work parties. He loves finding large oak trees when he cuts out a wall of buckhorn from the oak openings at Barneveld Prairie.

Thanks to Noah Balgooyen for his help with drafting many burn plans and for updating many databases we use to track land management actions.

Kudos to all the Mukwonago River watershed volunteers who assisted with seed collection every weekend last fall to benefit the 30-acre prairie seeding at Lulu Lake State Natural Area. Thanks also to those who helped on week nights and additional weekend dates last summer pulling sweet clover. Finally, a big thanks to the volunteers and oxen at the Crooked Creek Preserve for another fine year of removing invading pine trees from the oak openings. The crew was featured on *In Wisconsin on Wisconsin Public Television* this winter; the oxen were the hit of the show.



The Nature Conservancy sends out a big birthday greeting to Joan Rohan, who turns 88 years young this summer. For nearly 50 years, Joan has been instrumental in helping to protect and manage Chiswaukee Prairie. We'd also like to thank all the men and boys, Chiswaukee volunteers who have given of their talents and sweat equity to ensure that the vast and unique species diversity of Chiswaukee Prairie remains for the benefit of man and nature alike.

What to wear, bring to work parties:

Dress appropriately for outdoor, gritty work. Long pants, a long-sleeved shirt, and sturdy footwear are needed, and **always** bring work gloves. Each description lists tools that would be helpful to bring but are not required to join in the work party. You won't find any drinking fountains or bathrooms on our preserves, so bring drinking water and at least a snack. Better yet, bring lunch so you can stay and get to know the preserve and your fellow volunteers after the work's all done.

Weather: In most cases, work parties go on regardless of the weather, but we will cancel in case of pouring rain or hazardous weather like thunderstorms. Watch for instructions about weather in individual work party descriptions. If you're not sure, call the work party leader early the morning of the scheduled work day.

Mukwonago River Watershed

Walworth, Waushara Counties

A mosaic of forest, wetlands, oak savannas, rivers, and lakes, the Mukwonago River Watershed is home to a wide array of native plants and wildlife, including sandhill cranes, tree frogs, mink, red fox, butterflies and dragonflies. There are volunteer opportunities at our Crooked Creek and Lulu Lake preserves. For more information, contact Eric Howe at 262-594-5853 or via e-mail at oaksavanna@art.net.

Lulu Lake Preserve

- **Sundays: May 14 & 28, June 11 & 25, July 9 & 23, August 13 & 27, September 10 & 24**
- **9:00 a.m. - 12:00 p.m.**

Join the dedicated volunteers at Lulu Lake in removing garlic mustard during May and June. For the remainder of the summer,

work party members will focus on removing invasive plants such as sweet clover and spotted knapweed. Monitoring and removal of isolated plants of black swallow-wort and hedge parsley will help prevent these new invasive plants from spreading. Mid-summer work may also move into the wetlands to control scattered purple loosestrife and reed canary grass.

Crooked Creek Preserve

- **Saturdays: May 6, June 3, July 1, August 5, September 2**
- **9:00 a.m. - 12:00 p.m.**

This Nature Conservancy preserve contains spectacular oak savanna remnants and sedge meadows that are undergoing restoration by staff and volunteers. This summer, come help with such activities as removing garlic mustard, sweet clover, spotted knapweed, and hedge parsley, as well as controlling purple loosestrife and reed canary grass in the wetlands. Seed collection for prairie and oak savanna restorations will begin in August and continue into the fall. If you are interested in working with the logging crew removing red and white pines from the Crooked Creek Preserve, please contact Jerry Ziegler at gziegler@milwpc.com or 414-719-9052. Dates for the logging work are scheduled at least two weeks ahead, and Jerry will contact volunteer needed for the work.

Directions from Milwaukee: Take I-43 south to East Troy; then take State Hwy 20 west to City Hwy N. Take N north to Troy Center, where it will cross City Hwy J and change to Nature Rd. **(From Madison:** Take US Hwy 12 about 8 miles past Whitewater to the junction of 12 and State Hwy 20. Go straight onto Hwy 20. At the intersection of Hwy 20 and City Hwy J, continue straight on J to Nature Road.) **To Crooked Creek:** Take Nature Road for 0.3 mile to the intersection of Nature and Bluff roads and turn left onto Bluff Road. Travel 1.5 miles to the driveway on the right. Veer right at the first and second forks in the road into the Crooked Creek Preserve driveway and travel 0.2 mile to the parking area. **To Lulu Lake:** Take Nature Rd 1.5 miles north and turn right at a driveway marked N9564. This is a private road that leads to the work site.

Baraboo Hills

Sauk, Columbia Counties

The oak and maple forests of the Baraboo Hills constitute the largest block of upland forest still standing in southern Wisconsin. They provide habitat for more

than 1,800 kinds of plants and animals. There are many volunteer opportunities to help manage this special place. Contact Lisa Renier, Director for more information at 608-350-5300; bring lunch so you can stay and get to know the preserve and your fellow volunteers after the work is all done.

Durst Rockshelter

• Saturdays: May 6, 13 & 20, June 3
• 9:00 a.m. - 12:30 p.m.

Join Lee Hayden, Dave Bernier, Sherron Clark, Gary Rubin, and Steve Landt to work on controlling garlic mustard at Durst Rockshelter, which contains an important archeological feature, located within a southern mesic forest. Meet at the park in Leland. **Directions:** Take US Hwy 12 north from Madison or south from Baraboo. Go west on County Hwy C (across from the former Badger Army Ammunition Plant) for about nine miles, past Natural Bridge State Park, into the village of Leland.

Hemlock Draw

• Saturday, July 8
• 9:00 a.m. - 12:30 p.m.

Join Gary Rubin to help maintain the Hemlock Draw hiking trail. Meet at the park in Leland. **Directions:** Take US Hwy 12 north from Madison or south from Baraboo. Go west on County Hwy C (across from the former Badger Army Ammunition Plant) for about nine miles, past Natural Bridge State Park, into the village of Leland.

Baxter's Hollow

• Saturday, August 5
• 9:00 a.m. - 12:30 p.m.

Join Gary Rubin to help maintain the Baxter's Hollow hiking trail. Meet at the northern parking area of Baxter's Hollow. **Directions:** From the intersection of US Hwy 12 and County Hwy W south of the City of Baraboo, go west on Hwy W. Travel 2.8 miles to the intersection of Happy Hill Road. Turn left (south) on Happy Hill Road. Travel 1.5 miles to the intersection of Forest Drive. Turn left (south) on Forest Drive. Forest Drive dead-ends at the northern end of the hiking trail.

Chiwaukee Prairie

Kenosha County

• Saturdays: May 20, June 17 (Breakfast Day and party for Joan Rohan starts at 9:00 a.m.), July 8 (Orchid Survey), July 15, August 19
• 10:00 a.m. - 2:00 p.m.

Join Marcia Wensing (262-681-8485 eyes) to cut and haul non-native glossy

blackthorn and remove garlic mustard, thistles and sweet clover at this spectacularly diverse prairie along the shore of Lake Michigan. Heather Patri (414-510-6750) will lead the orchid survey on July 8. **Directions:** From I-94 between Kenosha and the Illinois state line, drive east on Hwy 165 for about 6 miles. Turn south (right) on Hwy 32 (Sheridan Rd) for 1 mile. Turn east (left) on 116th St. (Robin Rd) for 1 mile. Turn south (right) on Marina Rd. Travel 5 blocks to 123rd St. Turn right and go 1 block to 2nd Avenue. Turn right (north) and park in front of kiosk.

Black Earth Rettenmund Prairie

Dane County

• Saturdays: May 6, June 3, July 8,
August 5, September 9
• 9:00 a.m. - 12:00 p.m.

Join Kathie and Tom Brock (608-238-5030) and help cut brush in May and June, pull weeds in June and July, and collect seeds in August and September. For brush cutting, bring loppers and bow saws if you have them. Herbicide will be used to treat cut stumps. This well-known State Natural Area has outstanding displays of prairie plants.

On **Thursday, June 15**, 6:30 to 8:30 p.m., the Brocks and Steve Richter will lead a **field trip** to Black Earth Prairie. The wood lilies should be in peak bloom!

Directions: Take State Hwy 14 to the Village of Black Earth. At the junction with State Hwy 78, go south on 78 for 0.5 mile to its junction with Cnty Hwy KP. Travel west on KP to its junction with Cnty Hwy T, and then go immediately west on Liesenfeld Rd. The entrance is about 0.2 mile west of Cnty T. Park on the north side of the road.

Fairy Chasm

Ozaukee County

• Saturdays: May 13 & 20
• 9:00 a.m. - 12:00 p.m.

Join leader Rick Richter (262-241-7024) to pull garlic mustard from the ridgetop and slopes of the chasm where northern and southern tree species face each other from opposite sides of the ravine. This remnant of a coniferous forest survives in the urban setting of southeastern Wisconsin. Please bring gloves and wear long-sleeved shirts. Note: Please visit Fairy Chasm only during scheduled work days or field trips.

Directions: From I-43, exit at Mequon Road. Take Mequon Rd east to end and turn right onto North Lake Shore Drive. Go just past Doughty Bay Road and take a left onto Maple. Take Maple east to Sheridan,

turn right and follow it all the way to the end. Park on the right side of road only.

Military Ridge Prairies

Dane-Iowa Counties

The Nature Conservancy is protecting hundreds of bird-filled acres in this rolling grassy landscape dotted with prairie remnants and historic relics. Activities include collecting seed, pulling garlic mustard and sweet clover, and wild parsnip removal. Please contact Jim Lesniak at 608-238-5187 with any questions.

Barneveld Prairie

• Saturdays: May 13, July 8, August 12
• 9:00 a.m. - 12:00 p.m.

Directions (May 13): Half-mile east of village of Barneveld on US Hwy 18-151, go south on Cnty Hwy K for about 1.5 miles to Langberry Road. Turn right (west) onto Langberry and travel 0.5 mile to junction with Lee Road. Parking area is on right.

Directions (July 8): Meet at the Cnty Hwy K parking lot, which is nearly one mile south of the junction of Langberry Rd and Cnty Hwy K. The lot is on the west side of the road, just north of Prairie Grove Rd.

Directions (August 12): One mile west of Barneveld on U.S. Hwy 18-151, go south on Cnty Hwy T for about 0.75 mile. Park your vehicle in the gravel parking area. Do not park on the side of the road. The preserve entrance is 0.25 mile east of the parking area, follow the access lane.

Thomson Memorial Prairie

• Saturday, June 10
• 9:00 a.m. - 12:00 p.m.

Directions: From US Hwy 18-151 west of Mt. Horeb, go south on Cnty Hwy F for one mile to junction with Cnty Hwy Z. Continue on F to the southwest for another mile and watch for signs and parking lot on right side of road.

Enclosed is my tax deductible gift of \$ _____ \$2,500 \$1,000* \$500 \$50 to be allocated as indicated below:

- Forest Conservation in Northern Wisconsin (14903290160000)
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Visit us on the Web at nature.org/wisconsin.

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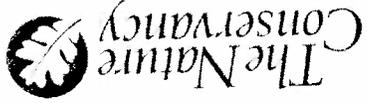
investing in **people**
to conserve **nature**

Closing a land deal or negotiating a conservation easement is oftentimes just the first step in protecting an important piece of habitat. After the protection staff has completed its work, it's up to Conservancy scientists and land managers to determine what actions are needed to maintain or restore the health of a wetland, prairie, lake or forest. Prairies and wetlands may need to be burned. Forests and lakes may be threatened by garlic mustard, Eurasian water milfoil or other invasive species that need to be removed.

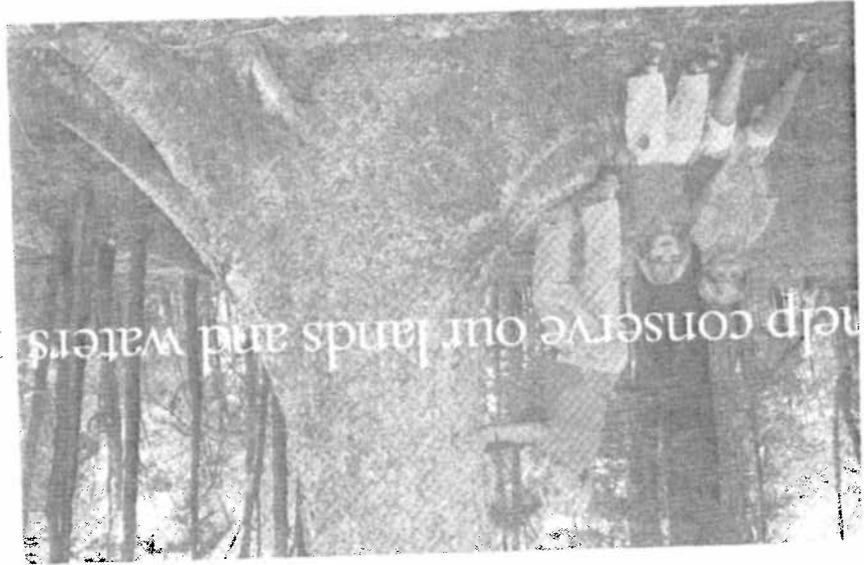
Each year, The Nature Conservancy invests in the equipment, training and technology needed to continue the protection process. Annual supporters, including Warren Knowles Society members, provide the consistent funding essential to ensure that the Conservancy can devote the time and effort needed to maintain and restore the health of Wisconsin's most outstanding remaining natural areas. If you'd like to become a Warren Knowles Society member, please use this envelope to make your gift today.

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