

## CONSERVATION EASEMENT

This is a CONSERVATION EASEMENT granted this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by the Grantor, Little Sissabagama Shoreowners Association Inc., a non-profit corporation, (hereinafter "Landowner") and the Grantee, West Wisconsin Land Trust, Inc., a Wisconsin non-profit corporation (hereinafter referred to as the "Easement Holder").

### RECITALS

**A. Property.** The Landowner is the sole owner in fee simple of approximately 29.5 acres of real property in Sawyer County, Wisconsin (hereinafter "Property"), which is legally described in Exhibit A and depicted on a map ("Property Map") in Exhibit B. Both Exhibits are attached to this Easement and incorporated by this reference. If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail.

#### Recording Area

#### Name and Return Address:

West Wisconsin Land Trust, Inc.  
500 Main St. Suite 307  
Menomonie, WI 54751

#### Parcel identification Number:

008-938-19-5401  
008-938-20-5501

**B. Conservation Values.** The Property has the following significant natural, ecological, scenic, shoreland, recreational, and open space values (collectively, "Conservation Values") of importance to the Landowner, Easement Holder and the people of Wisconsin:

- The Property contains approximately 30 acres, known locally as the Frank Stout Wilderness Preserve. The Property is a completely undeveloped island in Little Sissabagama Lake.
- The Property contains both sandy and aquatic emergent vegetative shorelines, which both provide significant habitat for aquatic fish, amphibian and invertebrate species as well as waterfowl and shorebirds. The Property contains approximately 4,400 feet of "wild" shoreline, visible to the public while recreating on Little Lake Sissabagama.
- Protection of the *Emergent Aquatic* shoreline community on and near the Property will enable this community to persist in a protected state for the use and benefit of the species that use it as outlined in the Wisconsin Department of Natural Resources Wildlife Action Plan (2005).
- The Property provides wildlife habitat for an array of plant and animal species, including reptiles, mammals, amphibians, including the spotted salamander, black bear, osprey, ruffed grouse, bald eagle turkeys, geese, ducks and other game birds and migrating neo-tropical songbirds.
- The Property supports a rich, older-growth mesic hardwood forest dominated by large sugar maple central core. The core's complex structure, and the presence of large, woody debris and standing snags, adds to the site's value. The core is buffered by younger stands of forest. Canopy associates include yellow birch, basswood, white ash, yellowbud hickory, red maple, and ironwood. White pine, paper birch, and red oak are found along the island's shore. The shrub layer is sparse, typical of this community type, with beaked hazel and elderberry as characteristic species. The understory supports a rich mixture of herbaceous species, some at the edge of their geographic range, and include sharp-lobed hepatica, maidenhair fern, silvery spleenwort, goldthread, blue cohosh and Goldie's fern.

- The Property is identified as meeting the criteria for a State Natural Area (SNA). SNA's represent outstanding examples of native natural communities, significant geological formations, and archaeological sites. They harbor natural features essentially unaltered by human-caused disturbances or that have substantially recovered from disturbance over time. SNA's also provide the last refuges in Wisconsin for rare plants and animals.
- The economic health of Wisconsin is closely linked to its agricultural, natural, wetlands and forestlands, which not only produce food products, fuel, timber, and other products, but also provide much of Wisconsin's scenic beauty, upon which the state's tourist and recreation industries depend.

**C. Conservation Policies.** Preservation of the Conservation Values of the Property will serve the following public policies:

- Section 700.40 of the Wisconsin Statutes, which recognizes the importance of private conservation efforts by authorizing conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.
- Section 23.27 of the Wisconsin Statutes, which provides for the protection of land or water resources that have educational or scientific value; are important as a reservoir of the state's genetic or biological diversity; contain native biotic communities or habitat for endangered, threatened or critical species or species of special concern; have significant geological or archaeological features; or contain buffer areas necessary to protect the natural values of adjoining natural areas.

**D. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes and is also a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.

**E. Conservation Intent.** The Landowner and Easement Holder share the common purpose of preserving the Conservation Values of the Property in perpetuity. Accordingly, the Landowner intends to convey to the Easement Holder, and the Easement Holder agrees to accept, the right to protect and preserve the Conservation Values of the Property for the benefit of this generation and generations to come. The Landowner intends that only those limited activities specifically permitted herein shall be allowed, which have not and are not likely to adversely affect to any substantial extent the Conservation Values of the Property.

## **GRANT OF CONSERVATION EASEMENT**

For and in consideration of the facts recited above and the mutual covenants, terms, conditions and restrictions contained herein and other good and valuable consideration, and pursuant to the laws of the State of Wisconsin, in particular the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Landowner hereby voluntarily grants and conveys to the Easement Holder, its successors and assigns, a perpetual Conservation Easement over the Property consisting of the following terms and conditions ("Easement"):

**1. Purpose.** The purpose of this Easement is to assure that the Property will be preserved in perpetuity in its predominantly natural, ecological, scenic, shoreland and open space condition and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values. Landowner intends that this Easement will confine the use of the Property to activities that are consistent with the purpose this Easement, and Landowner accepts such restrictions on behalf of himself, his heirs, successors and assigns.

The terms of this Easement are specifically intended to limit future development on the Property, preserve the ecological habitats, woodland and open space, and help to protect water quality.

- 2. Restrictions and Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:
- 2.1 Animals. There shall be no introduction, removal or collection of any wild animals on the Property without the prior written approval of the Easement Holder, except that Landowner and their guests may hunt, fish, and trap game species thereon as allowed under state law. The Property may not be used as a game farm, shooting preserve, fur farm or deer farm.
  - 2.2 Commercial and Industrial Activity. Industrial or commercial activity is not allowed on the Property.
  - 2.3 Density. The Landowner is granting to the Easement Holder all development rights (except as specifically reserved herein), and the Landowner agrees that no portion of the Property shall be used to satisfy land area requirements for other property not subject to this Easement for the purpose of determining building 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 Easement may be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise; provided, however, that with prior written consent of the Easement Holder, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.
  - 2.4 Dumping. No ashes, trash, garbage, sewage, sawdust, manure piles, hazardous or toxic substances, abandoned vehicles and machinery, or other unsightly or offensive material shall be placed on the Property.
  - 2.5 Mining and Surface Alteration. There shall be no mining, drilling, exploring for or removal of any minerals from the Property, or any alteration or change in the topography of the surface of the Property, including ditching, dredging, draining, diking, filling, and excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this easement.
  - 2.6 Rights-of-Way. No right-of-way shall be granted across the Property in conjunction with any industrial or commercial use or residential development of other land not protected by this Easement.
  - 2.7 Spraying. Spraying the Property with chemicals is not allowed except as follows: (i) to comply with noxious weed control laws, (ii) to control pests on an emergency basis when such control is necessary to protect public health or (iii) to control non-native or invasive species.
  - 2.8 Structures and improvements. There shall be no placement or construction of any temporary or permanent buildings, structures or improvements on the Property, including, but not limited to, any house, garage, barn or other building, recreational court or other recreational facility, mobile home, swimming pool, fence, sign, billboard or other advertising display, road, trail, asphalt, concrete pavement, parking lot, landing strip, antenna, utility pole, tower (including communication), conduit, line or sodium vapor light, except as specifically permitted in paragraph 3 below.
  - 2.9 Subdivision. The Property shall not be divided, subdivided or conveyed except in its current configuration as an entity.

2.10 Vegetation. There shall be no removal, destruction, cutting, trimming or mowing of any trees or other vegetation, living or dead, except for natural area restoration, to remove non-native or invasive vegetation or as specifically permitted in paragraph 3 below.

Aquatic vegetation, fallen trees and other natural features of the shallow water area directly adjacent to the shoreline of the Property shall not be disturbed except where removal is necessary for reasonable use of the allowed dock, described in paragraph 3.2.e below.

2.11 Vehicles. Operation of motorized vehicles on the Property is not permitted.

2.12 Water. There shall be no alteration of creeks, streams, surface or subsurface springs, wetlands or other bodies of water or the shorelines thereof or any activities on or uses of the Property detrimental to water quality except as specifically authorized in paragraph 3 below or with the prior written approval of the Easement Holder.

**3. Landowner's Reserved Rights.** The Landowner reserves for himself, his heirs, successors and assigns, all rights as owners of the Property to use, and invite others to use, the Property for purposes that are not expressly restricted or prohibited herein and are not inconsistent with the purpose of this Easement. The Landowner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. Without limiting the generality of the foregoing, the following rights are expressly reserved:

3.1. Conveyance. The Landowner may sell, give, mortgage, lease or otherwise convey the Property, provided that such conveyance is subject to the terms of this Easement.

- a. The Landowner shall reference the terms of this Easement in any subsequent deed or other legal instrument by which the Landowner divests himself of any interest in all or part of the Property.
- b. The Landowner will notify the Easement Holder of any such conveyance in writing at least fifteen (15) days prior to the conveyance, and provide the Easement Holder with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.
- c. Failure of the Landowner to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

3.2. Structures and Improvements. Notwithstanding paragraph 2.8 above, the Landowner may use and develop the Property as follows:

- a. Fences. The Landowner may repair, replace, improve or remove existing fences. Additional fencing may be constructed to mark boundaries, secure the Property, or as needed in carrying out activities permitted by this Easement.
- b. Signs. The Landowner may place small, unlighted signs on the Property for the following purposes: interpretation of natural features, boundary markers, directional signs, to control entry or use, memorial plaques, historic markers or to state the name and address of the property owners.
- c. Trails. The Landowner may establish and maintain primitive foot trails. A primitive trail is one that blends with the natural surroundings and follows the natural contours of the land. It is made of local natural materials, with native surface tread (mineral soil, grass or rock). Asphalt, limestone, gravel or other imported, non-naturally occurring, non-site specific material is not acceptable tread material. Trail facilities such as bridges or boardwalks are for site protection only. The tread of a primitive trail should not exceed 24 inches wide.

- d. Benches. The Landowner reserves the right to place benches on the Property. The benches must be designed and located to protect the Conservation Values of the Property, particularly the ecological habitats of the Island. It shall blend with the natural surroundings of the site and should not be visible from public vantage points, including from Little Sissabagama Lake. The structure must be set back one-hundred (100) feet from the ordinary high water mark of the Lake.
- e. Dock and Access Corridor. A single access corridor may be located on the Island, but shall not exceed 15 feet in width, to provide access to the island at a reasonable location that does not interfere with the Conservation Values of the Property. With necessary permits, access structures such as stairways or walkways may be located within this access corridor, or periodic movement of this corridor shall be permitted to protect the integrity of the vegetation and soils, which will receive impact as the island is accessed. A dock in the form of single pier and two boat slips may be constructed or installed. The dock and access corridor shall be located at the same location.

By definition; a single dock extending the length of a boat or to a depth of three feet with a maximum width of six feet without any pier additions, is consistent with the conservation easement language. These dimensions are from the “Pier Planner Publication WZ-017” published by the WDNR.

3.3 Land Management. The Landowner may undertake the following vegetation and land management activities on the Property:

- a. Cutting of Vegetation. Cutting of vegetation on the property is permitted under the following conditions: Landowner may remove vegetation that threatens safety, impedes passage on a trail, to construct or maintain a foot trail as further permitted under Paragraph 3.2c, or to manage the forest further moving it towards an old-growth forest community. All forest management should enhance habitat for wildlife, flora and fauna, and be conducted under a forest stewardship plan approved by the Easement Holder or the Wisconsin Department of Natural Resources, Bureau of Endangered Resources.
- b. Restoration. Restore, enhance and maintain the native plant and animal communities of the Property under a land management plan developed in consultation with the Easement Holder, Wisconsin Department of Natural Resources, Sawyer County Land and Water Conservation Department or other qualified public or private conservation organization dedicated to ecological restoration and native species enhancement.
- c. Land Use Agreement. Grantor reserves the right to grant and renew land use agreements with public agencies that are consistent with the purposes of this Easement.

3.4 Recreational use. The Property may be used for hiking, nature observation, hunting, fishing and other similar low impact recreational activities. There shall be no overnight camping or fires on the island.

**4. Notice of Exercise of Landowner’s Reserved Rights.** Although the Landowner need not obtain approval of the Easement Holder in order to exercise any reserved right, unless otherwise stated herein, the Landowner hereby agrees to notify the Easement Holder in writing before exercising any reserved right that may have an adverse impact on the conservation interests associated with the Property.

**5. Easement Holder’s Rights and Remedies.** In order to accomplish the purpose of this Easement, the Easement Holder has the following rights and remedies:

5.1 Enforcement. The Easement Holder has the right to enforce the provisions of this Easement by proceedings at law or in equity and prevent or remedy violations through appropriate judicial action brought against the Landowner or other responsible party in a court of competent jurisdiction.

- a. Remedies. Remedies available to the Easement Holder in enforcing this Easement include the right to request temporary or permanent injunctive relief for any violation or threatened violation of this Easement; to require restoration of the Property to its condition at the time of this conveyance or as otherwise necessitated by a violation of this Easement; to seek specific performance or declaratory relief; and to recover damages resulting from a violation of this Easement or injury to any Conservation Values protected by this Easement.

These remedies are cumulative and are available without requiring the Easement Holder to prove actual damage to the Conservation Values protected by this Easement. The Easement Holder and the Landowner also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement.

The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

- b. Cost of Enforcement. The Landowner and Easement Holder shall each be responsible for all reasonable costs respectively incurred in the enforcing of this Easement, including without limitation costs of suit, attorneys' fees, and expenses related to restoration of the Property. If, however, one party ultimately prevails in a judicial enforcement action, the losing party shall be responsible for all costs and attorneys' fees.
- c. Discretionary Enforcement. Enforcement of the terms of this Easement is solely at the discretion of the Easement Holder. The Easement Holder shall not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Easement Holder to act.
- d. Acts Beyond Landowner's Control. The Easement Holder may not bring any action against the Landowner for any change to the Property resulting from causes beyond Landowner's control, such as changes caused by fire, flood, storm, earth movement, natural deterioration or the unauthorized acts of persons other than the Landowner or the Landowner's agents, employees or contractors, or resulting from prudent action taken in good faith under emergency conditions to prevent or mitigate damage from such causes.
- e. Right to Report. In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

5.2. Right of Enter. The Easement Holder, and its employees and agents, have the right to enter the Property at reasonable times, in a reasonable manner, for the following purposes:

- a. To inspect the Property and monitor compliance with the terms of this Easement.
- b. To obtain evidence for use in seeking judicial or other enforcement of this Easement.
- c. To survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of this Easement. Any survey or boundary demarcation completed under this provision will be at the Owner's expense.

d. To otherwise exercise its rights under this Easement.

The Landowner's liability for the above stated purposes is relieved by the Wisconsin Recreational Use Statute Chapter 895.52.

- 5.3 Signs. The Easement Holder has the right to post signs on the Property to identify the land as protected by this Easement.
- 5.4 Research. With permission of the Landowner, the Easement Holder has the right to make scientific and educational observations and studies and take samples in such a manner that will not disturb the quiet enjoyment of the Property by the Landowner.
- 5.5 Management. With permission from the Landowner, the Easement Holder and its representatives may bring volunteers on the Property for management and/or restoration purposes.
- 5.6 Limitation on Rights of the Easement Holder. Nothing in this Easement gives the Easement Holder the right or ability to become the operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Landowner or becoming involved in management decisions of the Landowner regarding the generation, handling or disposal of hazardous substances.
- 5.7 Monitoring and Management. The Easement Holder has the right, but not the obligation, to monitor the condition of natural habitats, plant communities, and plant and animal populations on the Property and to manage those natural habits and communities. Any management practices shall be set forth in a written management plan to be reviewed by the Landowner. The Easement Holder may delegate all or part of the monitoring and management to any entity that it determines has the appropriate expertise and resources necessary to carry out such delegated responsibilities.

- 6. Acknowledgment of the Rights of the Wisconsin Department of Natural Resources.** The Landowner and Easement Holder agree that in the event that the Easement Holder is awarded grant funds for acquisition of this Easement or offers the Easement as match for funding under the State of Wisconsin Knowles-Nelson Stewardship Program (Section 23.0917 of the Wisconsin Statutes the Wisconsin Department of Natural Resources (hereinafter "WDNR") shall have certain rights and interests with respect to this Easement. These rights and interests shall be established by, and become effective upon, the execution and recording of a Grant Contract or Grant Agreement (hereinafter "Grant Contract") between the WDNR and Easement Holder. In the event that the Easement Holder enters into a Grant Contract after the date of this Easement, the Easement Holder will notify the Landowner; however, failure of the Easement Holder to notify the Landowner shall not impair the validity of the WDNR's rights and interests under the Grant Contract.

Some of these rights and interests include, without limitation because of enumeration, the following:

- 6.1 The WDNR has the right to enter and inspect the Property to determine if the Easement Holder is complying with the terms of the Grant Contract, and to exercise any other rights described in this Section of the Easement. Such entry shall be in the same manner as described in paragraph 4.3 of this Easement, except that the WDNR shall also notify the Easement Holder of such entry.
- 6.2 Any amendment to the Easement or assignment by the Easement Holder to another party without the prior written approval of the WDNR shall be null and void.
- 6.3 Before initiating any action to extinguish this Easement, the Easement Holder must obtain the prior written approval of the WDNR. In the event that the Easement is extinguished, a share of the Easement Holder's proceeds shall be apportioned to the WDNR. That share shall be set forth in the Grant Contract.

Pursuant to paragraph 7.7a the fair market value of the Easement and the Property as a whole shall be determined by an appraisal that is approved by the WDNR for grant purposes only.

6.4 Hold Harmless. The indemnification clause in paragraph 8.4 shall also apply in its totality to indemnify, defend and hold harmless the WDNR and its directors, officers, employees, agents and contractors (as additional "Indemnified Parties").

6.5 If the Easement Holder violates any of the essential provisions of the Grant Contract, and fails to correct the violation as called for in the Grant Contract, then pursuant to the Grant Contract, the WDNR may collect cash payments from the Easement Holder or all of the Easement Holder's rights and interests in the Easement may become legally vested in the WDNR without the necessity of entry or legal judgment, pursuant to the Grant Contract. The WDNR will notify the Landowner if the WDNR becomes the Easement Holder as a result of a grant enforcement action.

6.6 Activities that are subject to prior approval of the Easement Holder in paragraphs or subparagraphs 2 and 3 shall not be allowed unless the Easement Holder and WDNR have both approved the activities in writing.

**7. Public Access.** No right of access by the general public to the Property is conveyed by this Easement, except as follows:

7.1 Visual access from public waters and public ways.

7.2 Upon not less than thirty (30) days advance written notice to the Landowner, the Easement Holder and its representatives may conduct one (1) educational tour for the public annually. Said tour shall consist of no more than 30 individuals at one time.

7.3 Public access is permitted to the Frank Stout Wilderness Preserve for uses consistent with the terms of this Easement.

## **8. General Provisions.**

8.1 Amendment. If circumstances arise under which an amendment is appropriate, this Easement may be jointly amended by a written instrument recorded in the official records for the county in which the Property is located. However, no amendment or modification shall be allowed if, in the sole judgment of the Easement Holder, it (i) diminishes the Conservation Values of the Property (ii) does not further the purposes of this Easement (iii) affects the perpetual duration of this Easement, or (iv) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes or the status of the Easement Holder under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

8.2 Assignment. The Easement Holder may assign or transfer its interests in this Easement to an organization that is (i) qualified within the meaning of Section 170(h)(3) of the Internal Revenue Code or any successor provision then applicable, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement shall be required to carry out its conservation purposes in perpetuity.

The Easement Holder agrees to notify the Landowner of any assignment at least fifteen (15) days prior to the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way.



- 8.3 Controlling Law and Liberal Construction. This Easement shall be governed by the laws of the State of Wisconsin. Any ambiguities in this Easement shall be construed in a manner that best effectuates the purpose of this Easement and protects the Conservation Values of the Property.
- 8.4 Costs of Ownership and Liabilities. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including maintenance of adequate comprehensive liability insurance coverage. The Landowner shall keep the Easement Holder's interest in the Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by the Landowner.
- 8.5 Counterparts. The parties to this Easement may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.
- 8.6 Definitions. The terms "Landowner" and "Easement Holder," wherever used herein, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.
- 8.7 Documentation. The Landowner and Easement Holder agree that the natural characteristics, ecological and aesthetic features, physical condition and Conservation Values of the Property are documented in an Easement Documentation Report, prepared by the Easement Holder and signed and acknowledged by the Landowner and a representative of the Easement Holder. This property report includes maps, photographs, reports and other documentation, and is on file at the office of the Easement Holder. The Landowner and Easement Holder acknowledge that the report accurately represents the condition of the Property at the time of this conveyance and may be used by the Easement Holder in monitoring compliance with the terms of this Easement and in any enforcement proceedings. The property report, however, is not intended to preclude the use of other information and evidence to establish the present condition of the Property in the event of future controversy.
- 8.8 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
- 8.9 Extinguishment.
- a. The Landowner agrees that this grant of a perpetual Easement gives rise to a property right, immediately vested in the Easement Holder, with a fair market value that is at least equal to the proportionate value that the Easement, at the time of conveyance, bears to the value of the Property as a whole at that time. The proportionate value of the Easement shall remain constant over time (minus any increase in value after the date of this Easement attributable to improvements).
  - b. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of all or a portion of the Property, the Easement Holder shall be entitled to a portion of the proceeds at least equal to the proportionate value of the Easement described above. The Easement Holder shall use its share of any proceeds received from such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement.
- 8.10 Hazardous Waste. The Landowner represents and warrants that no hazardous substance or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that

there are not now any underground storage tanks located on the Property. The Landowner will defend, indemnify and hold the Easement Holder harmless against any claims of contamination from such substances.

- 8.11 Joint Obligation. The obligations imposed by this Easement upon Landowners shall be joint and several.
- 8.12 Merger of Fee and Easement Interests. Landowner and Easement Holder agree that the terms of this Easement shall survive any merger of the fee and easement interests in the Property.
- 8.13 Notice and Approval. The purpose of requiring the Landowner to notify the Easement Holder prior to undertaking certain permitted actions is to afford Easement Holder an adequate opportunity to monitor the actions in question to ensure they are designed and performed in a manner that is consistent with the purposes of this Easement. Any notice or request for approval required by this easement must be in writing and is subject to the following:
- a. Delivery. Any required notice or request for approval must be delivered personally or sent by certified or registered mail, return receipt requested, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:
    - To Landowner: Little Sissabagama Shoreowners Association  
C/o: John Montgomery  
PO Box 144  
Stone Lake, WI 54876
    - To Easement Holder: West Wisconsin Land Trust  
500 East Main Street, Suite 307  
Menomonie, WI 54751
  - b. Timing. Whenever notice is required, Landowner shall notify Easement Holder not less than ninety (90) days prior to the date Landowner intends to undertake the action in question. If Easement Holder's approval is required by this Easement, Easement Holder shall approve, conditionally approve, or deny Landowner's request in writing within ninety (90) days of receipt of the written request.
  - c. Content of the request. The notice shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit Easement Holder to make an informed judgment as to its consistency with the terms and purpose of this Easement.
  - d. Approval. The Easement Holder may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal (i) violates the purpose of this Easement or (ii) impairs the Conservation Values of the Property. The Easement Holder may condition its approval on the Landowner's acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the purpose of the Easement.
  - e. Time Period for Action. Following approval of a proposed action, Landowner, his successors and assigns, shall have five (5) years from the date of approval to complete an approved action. If the action is not completed within that time, Landowner must re-submit the request to Easement Holder, for review and approval, according to the procedures described herein.

- 8.14 Real Estate Taxes. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority, including any

taxes imposed upon or incurred as a result of this Easement. The Easement Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement from the Landowner.

- 8.15 Recording. The Easement Holder shall record this Easement in a timely manner in the official records for the county in which the Property is located. The Easement Holder may re-record this Easement or any other documents necessary to protect its rights under this Easement or to assure the perpetual enforceability of this Easement.
- 8.16 Severability. If any provision or specific application of this Easement is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it was found to be invalid, shall not be affected thereby.
- 8.17 Subsequent Easements. The Landowner shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this Easement without the prior written approval of Easement Holder.
- 8.18 Successors. This Easement shall run with and burden the Property in perpetuity and shall bind the Landowner and Easement Holder and their respective personal representatives, heirs, successors and assigns, and any other parties entitled to possess or use the Property.
- 8.19 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer or conveyance.
- 8.20 Title Warranty. The Landowner hereby warrants and represents that the Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to the Easement Holder. The Property is free and clear of all encumbrances other than those subordinated to this Easement.





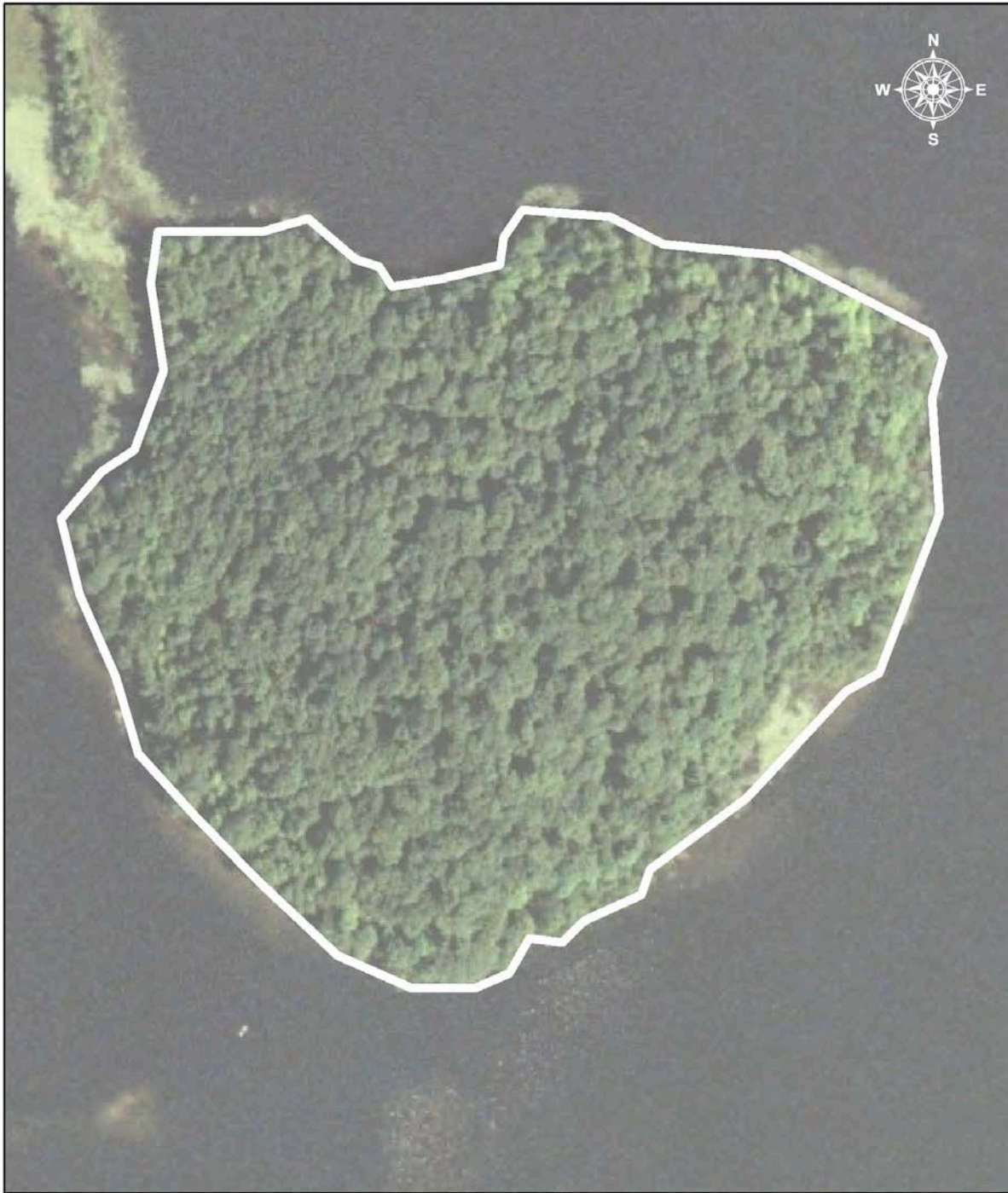
## **Exhibit A**

### **Legal description of the Property**

The following described real estate in Sawyer County, Wisconsin:

Lot Four (4) in Section Nineteen (19), and Lot Five (5) in Section Twenty (20), all in Township Thirty-eight (38) North, Range Nine (9) West, of the Fourth Principal Meridian.

**Exhibit B  
Property Map**



Little Sissabagama Shoreowners Association Property  
Little Sissabagama Lake  
Sawyer County  
T.38N.R9W. Sect.'s 19,20

WWLT B.Kelly 9/10/07

