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**CONSERVATION AND TRAIL
EASEMENT**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

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Parcel Identification No. (PIN)

DRAFTED BY: S. SMITH

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CONSERVATION AND TRAIL EASEMENT

THIS GRANT OF CONSERVATION AND TRAIL EASEMENT (also referred to hereinafter as "Easement" or "Grant") is granted on this March 27, 2020 by Michael G. Coyle ("Grantor") to the County of Dane, a political subdivision of the State of Wisconsin ("Grantee"); collectively referred to as "the Parties".

WHEREAS, the Grantor is the owner of fee simple title of certain real estate, and the Grantee desire to obtain a Conservation and Trail Easement on said real estate for the purposes delineated below; and

Name and Return Address:
Dane County LWRD
5201 Fen Oak Dr., #208
Madison, WI 53718
PIN: see attached Exhibit A

WHEREAS the Grantee is qualified to be a "holder" (as that term is defined in section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to section 700.40(2) of the Wisconsin Statutes; and

NOW, THEREFORE, for and in consideration of the sum of One million ninety thousand dollars, the receipt and sufficiency of which is hereby acknowledged, and of the facts recited above, and of the mutual covenants, terms, conditions, and restrictions hereinafter contained, Grantor hereby voluntarily grants and conveys with general warranty of title to Grantee, its successors and assigns, a Conservation and Trail Easement in perpetuity on the following described real estate, situated in the County of Dane, State of Wisconsin, to wit:

See legal description on Exhibit A attached hereto and made a part herein;

hereinafter referred to as the "Property". The Property includes a total of approximately 152.3 acres, including approximately 140.8 acres in Parcel A, 9.8 acres in Parcel B referred to herein as the "Farmstead Area", approximately 1.7 acre in Parcel C referred to herein as the "Auxiliary Farmstead Area", Parcel D referred to herein as the "Trail Easement Area", as depicted on attached Exhibit B, which is incorporated by reference herein.

CONVEYANCE: Grantor conveys and warrant to Grantee a perpetual Conservation and Trail Easement over the Property. The scope of this Conservation and Trail Easement is set forth in this document.

CONSERVATION VALUES: The Property possesses, among other things, agricultural, recreational natural, scenic, and open space values of prominent importance to Grantor, Grantee, and the public. These values are referred to as the "Conservation Values" in this Conservation and Trail Easement.

1. PURPOSE OF THIS CONSERVATION EASEMENT:

- a. Grantor is fee simple title owner of the Property, and is committed to preserving the Conservation Values of the Property. It is the purpose of this Easement to conserve productive agricultural land and to protect prime soils and other productive soils in order to facilitate active and economically viable farm use of the Property, now and in the future, and to assure that the Property will be perpetually preserved in its predominantly natural, agricultural, non-motorized recreational or open space condition. This Conservation and Trail Easement will preserve the scenic beauty of the area, and protect important natural resources as more fully identified in the Baseline Documentation Report. Any use of the Property that may impair or interfere with the Conservation Values, unless expressly permitted in this Conservation Easement, is expressly prohibited. Grantors agree to confine use of the Property to generally accepted agricultural activities and non-motorized recreational activities consistent with the purposes of this Easement and preservation of the Conservation Values.
- b. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Parties. This "Baseline Documentation Report", dated March 27, 2020, on file at the

offices of Grantee and incorporated by this reference, consists of maps, a depiction of all existing man-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and photographs. The Parties acknowledge that this Baseline Documentation is an accurate representation of the Property at the time of this transaction.

THE PARTIES AGREE TO THE FOLLOWING TERMS OF THIS EASEMENT:

2. PROHIBITED ACTIONS. Any activity on or use of the Property inconsistent with the purposes of this Conservation and Trail Easement or detrimental to the Conservation Values is expressly prohibited. By way of example, and without limitation, the following activities and uses are explicitly prohibited:

- a. **Commercial Activities.** Commercial or industrial activity is prohibited, including use by easement or other right of access or passage across or upon the property in conjunction with commercial activity, except as provided for below:
 - 1) Forestry and agricultural purposes are permitted when in accordance with this Easement.
 - 2) The processing and sale of forest or agricultural products grown or produced primarily on the Property or other property owned by the Grantor.
 - 3) The Grantor may charge rent or fees for permitted uses of the Property.
 - 4) The Grantor may carry on cottage industries within the farmstead area, provided that: (i) such cottage industries are incidental to the agricultural use of the Property, (ii) the cottage industries do not involve regular parking for more than seven motor vehicles, excluding the motor vehicles which are owned by Grantor and used for agricultural purposes, (iii) such cottage industries are in accordance with the purposes of this Easement, and (iv) such cottage industries are conducted primarily within permitted buildings on the Property or any non-agricultural business activities conducted outside of buildings are incidental to the agricultural use of the Property and do not occupy more than 2000 square feet of space outside of buildings.

For purposes of this entire Conservation Easement, "agricultural purposes" includes, but is not limited to beekeeping, dairying, egg production, floriculture, grazing, livestock raising, orchards, plant greenhouses subject to the requirements of section 2(b)(4); nurseries, poultry raising; raising of grain, grass, or seed crops; raising of fruits, nuts, and berries; growing Christmas trees or ginseng; placing land in federal programs in return for payments in kind; owning land enrolled in the conservation reserve program under 16 USC 3831 to 3836, participating in the milk production termination program under 7 USC 1446(d), raising vegetables; processing, production, and sale of cheese and any other agricultural products or by-products, provided that such products and by-products are produced in accordance with section 2(a)(2), above, and that any construction of buildings or other structures to support such agricultural use meets the requirements of this Conservation and Trail Easement. "Agricultural purposes" does not include most commercial activities which are not included above and do not support the production of food and fiber, such as, by way of example but not limitation, growing woody trees for pulp or woodstock, support activities for forestry, nurseries for reforestation or landscaping plants, boarding of horses except for personal use primarily by the Grantor, sod farms, game propagation, fur production, or commercial fishing or hunting preserves except for hunting as permitted by section 2(h).

- b. **Construction.** The construction or placement of any buildings, structures, or other improvements of any kind in the eased area, including, without limitation, roads, parking lots, water impoundments, mobile homes, or utility facilities is prohibited, except as expressly permitted below:
 - (1) Buildings, structures, and improvements may be placed, constructed, maintained, renovated, expanded, or replaced only if used primarily for agricultural purposes, forestry purposes, or to support

other purposes that are consistent with the purposes of this Grant and permitted by this Easement, only in accordance with section 2(b)2, 2(b)3, 2(b)4, and 2(b)5 below, and only if, such buildings, structures, and improvements are located within the Farmstead Area or Auxiliary Farmstead Area. This paragraph does not apply to residential development.

- (2) One existing residential structure exists within the Farmstead Area. This structure may be maintained, renovated, expanded and replaced anywhere within the Farmstead area and shall not be used for more than two families. One additional single-family residential structure may be constructed within the Farmstead Area. Grantor may separate both of the residential structures and related auxiliary building(s) from the Property by Certified Survey Map (CSM). The terms and conditions of the Easement shall remain in effect on both the Property and any CSM lots. The CSM lots shall be located entirely within the Farmstead Area. There shall be no more than two residential structures in total. All remaining and future residential building rights, including those granted in Lots 1 and 2 of CSM #12864 are hereby extinguished.
 - (3) Two existing grain bins exist in the Auxiliary Farmstead Area. Additional buildings, structures, and improvements may be placed, constructed, maintained, renovated, expanded, or replaced in the Auxiliary Farmstead Area only if used primarily for agricultural purposes, forestry purposes, or to support other purposes that are consistent with the purposes of this Grant and permitted by this Easement
 - (4) Utility and wastewater systems to the extent reasonably necessary for uses of the Property permitted by this Grant, including: wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communication or related utility services to the improvements permitted herein may be installed, maintained, repaired, removed and replaced, provided the impact of such installation and maintenance on the Conservation Values of the Property is limited to the greatest extent possible. Utilities such as cell phone towers, commercial windmills, or commercial satellite dishes, which are not for the primary purpose of serving buildings and permitted uses on the Property, are prohibited. Grantor shall not permit or grant easements for utility transmission or distribution facilities or systems without the written consent of Grantee.
 - (5) Construction and maintenance of fences, irrigation equipment, wells, unpaved or gravel farm roads, of any width necessary for agricultural use, and unpaved trails, up to six feet in width, for de minimus non-commercial recreational use, that are necessary and incidental to uses permitted on the Property by this Grant are permitted. Construction of driveways, roadways, or parking areas of concrete, asphalt, or other impervious materials is prohibited, except in the Farmstead Area.
- c. Manipulation of Vegetation.** Grantor shall not conduct timber harvesting outside of the Farmstead Area unless conducted in accordance with a timber management plan approved by the Land Conservation Division. Trees may be removed, cut, and otherwise managed to control insects and disease and prevent personal injury and property damage, and downed and dead standing timber may be removed for firewood without an approved timber management plan. Prior to the application of any pesticides within forested portions of the property, Grantor shall obtain the permission of the Land Conservation Division either expressly or through a Land Conservation Division approved timber management plan. Grantor may cut lawns, cut weeds, engage in agricultural cropping practices, and manage native prairies. Grantor may pasture or graze animals outside forested areas where consistent with the conservation plan specified in 2(d)2 and 2(d)3 below. Notwithstanding any other provisions of this paragraph, Grantor may maintain roads, drainage ditches, pond edges, and agricultural fields, and may clear field boundaries of woody vegetation and stone.

d. Land Surface Alteration.

- (1) Any topographic changes, construction or widening of roads or driveways, construction of any trails wider than six feet, or alteration of the natural landscape or waters of the property by excavation, filling,

drainage, tilling, ditching, or any other means is prohibited unless expressly authorized in an approved timber management plan or soil and water conservation plan approved by the Land Conservation Division.

The flooding or building of ponds and constructed water facilities is permitted only to support activities expressly permitted herein including drainage ditches and water and sediment control basins necessary to support permitted activities on the Property; except that the restoration of natural wetlands on hydric soils, and conducted in accordance with section 2(d)(2) below, in order to enhance wetland values, is permitted without restriction.

Mining of oil, gas, or other minerals is prohibited. The excavation or removal of sand, soil, gravel, rock, or peat is permitted only to support activities expressly permitted herein and only if such excavation is located within the Farmstead Area. Any surface alteration on the Property must be limited in scope and impact and consistent with the conservation purposes of this Easement.

- (2) As required by sec. 1238I of the Food Security Act of 1985 (16 USC 3838 h-i), as amended, Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the protected Property in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Dane County Land Conservation Committee. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement. However, Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications and is approved by the Dane County Land Conservation Committee. NRCS shall have the right to enter upon the Property, with advance notice to Grantors, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with Grantor to explore methods of compliance and give Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If Grantor does not comply with the conservation plan, NRCS will inform Dane County or successor Grantee of Grantor's noncompliance. Dane County or successor Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with Grantors to correct such noncompliance, and (c) Grantor have exhausted their appeal rights under applicable NRCS regulations.

- (3) The Property may be used for agricultural and silvicultural purposes. All agricultural and silvicultural operations on the Property shall be conducted pursuant to a conservation plan prepared, according to the requirements of section 2(d)(2) above, which adequately addresses soil and water conservation, pest management, nutrient management, habitat protection, and surface water protection. This plan shall be updated periodically, and at any time that the basic type of agriculture operation on the Property changes or upon any change of ownership of the Property.

e. Soil Degradation. Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. This paragraph is not intended to limit agricultural uses of the Property conducted in accordance with paragraphs 2(d)(2) and 2(d)(3).

f. Dumping. Dumping, placement, storage, or accumulation upon, on, in, or under the property of ashes, trash, garbage, sewage, sawdust, trees, brush, manure (except pursuant to a plan approved by the Land Conservation Division), discarded or salvageable materials including junk cars or any solid waste material defined in Wis. Stats. § 144.01(15) or any unsightly, offensive or Hazardous Materials is prohibited, except as permitted below.

Application of bio-solids consistent with generally accepted agricultural practices, and in accordance with sections 2(d)(2) and 2(d)(3) above, is permitted. The storage and spreading of chemicals, pesticides, herbicides, manure, lime or other fertilizer or toxic substances for agricultural purposes, in accordance with sections 2(d)(2) and 2(d)(3) above, and in accordance with all applicable laws, regulations, and labeling requirements is permitted. The composting of organic materials in an area of the Property not to exceed one (1) acre, and the temporary storage of trash generated on the Property in receptacles for periodic off-site disposal, shall be permitted.

- g. Landing Sites, Marinas, Race Tracks, Athletic Fields, and Golf Courses.** The use of any part of the Property as an aircraft landing site, public boat marina, athletic field, motorized vehicle race track, or golf course is prohibited.
- h. Recreational use.** The Property may not be leased or used for commercial recreational activity, except that leases for de minimus hunting activities, that are consistent with the purposes of this easement are permitted. Low impact, non-developed, not-for-profit recreational activities that are consistent with the purposes of this Easement, and do not to any substantial extent damage the Conservation Values of the Property, such as hiking, nature observation, cross-country skiing, temporary camping, hunting, and fishing are permitted.
- i. Vehicle use.** Operation of motor vehicles on the Property is permitted only to carry out activities specifically permitted under this Grant or for limited, non-commercial recreational use, that does not to any substantial extent have an adverse impact on the Property or damage its Conservation Values. Non-commercial, recreational snowmobiling is permitted when the Property is snow-covered, provided the Conservation Values of the Property are not damaged.
- j. Water Courses and Wetlands.** Natural water courses, lake shores, wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring shall not be drained or otherwise altered including draining, tiling, ditching, filling in with earth or other material, or burning any areas covered by marsh vegetation, except where approved by a soil and water conservation plan approved by the Land Conservation Division. The natural flow of surface or underground waters shall not be disturbed except minor alterations approved by a soil and water conservation plan approved by the Land Conservation Division. Nothing in this agreement shall prevent the Grantor from maintaining, cleaning, replacing, installing, or rebuilding drainage ditches, terraces, sediment retention structures, tile lines, or similar conservation practices needed for agricultural use of the Property conducted in accordance with sections 2(d)(2) and 2(d)(3) above.
- k. Signs and Billboards.** Advertising Signs and Billboards are prohibited except for the following signs:
- boundary markers or directional signs;
 - memorial plaques;
 - temporary political or religious signs;
 - signs advertising products produced by permitted activities on the Property;
 - the name and address of the Property;
 - the owner's name;
 - prohibition of any unauthorized entry or use;
 - an advertisement for the sale or rent of the Property;

provided that the signs are not lighted, no individual sign is larger than twelve (12) square feet in area, the aggregate size of all signs combined, excluding any signs placed by the Grantee on the Property, does not exceed ninety (90) square feet in area, and the placement, number, size and design of any such signs does not significantly diminish the scenic character of the Property. In addition to the signs permitted above, the Grantee shall have the right to place up to two (2) signs on the Property, not exceeding 12 square feet in area for each such sign, which identify the land as being protected by this conservation easement.

l. Grazing. Grantor shall not allow horses, cattle, or other livestock grazing access to forested lands, erodible slopes, streams, rivers or wetlands except that such access, including rotational grazing of forested lands, may be permitted when done in accordance with the conservation plan specified in sections 2(d)(2) and 2(d)(3) and except that occasional, noncommercial, recreational horseback rides areas are permitted.

m. Division. The Parties recognize that the fractionalization of ownership interests in the Property reduces the agricultural viability of the Property and increases the burden on Grantee to monitor and enforce this Grant, and intend by this subparagraph to prohibit the division of the Property into smaller parcels in order to minimize that burden. It is the intent of this subparagraph to require that the entire Property, remain as a single, indivisible tract managed for the purposes of this Grant except that two residential lots may be created by CSM within the Farmstead Area and separated from the Property.

No portion of the Property shall be used in any manner to increase the density of development of any of Grantor's lands not subject to this Grant, whether through the common ownership of such parcels, transfer of development rights or by any other means. The division of the Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, site leases, lot line adjustments or other means is prohibited, except as permitted below and in paragraph 2.b.(2). Further, ownership of any present or future buildings, structures, or improvements on the Property shall not be separated from the ownership of the Property by any means, direct or indirect, except as permitted in paragraph 2.b.(2). For purposes of this paragraph, the term "subdivision" means the division of the Property, by physical means, conveyance, devise, or other legal process as now or hereafter defined under Wisconsin law, into two or more parcels.

Boundary line adjustments, not exceeding 1 acre for the entire Property, are permitted only to correct technical errors made in the survey or legal description.

3. RIGHTS OF GRANTEE. Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property:

a. Right to Enter. Grantee has the right to enter the Property, except buildings, at reasonable times to monitor or to enforce compliance with this Conservation Easement. Grantee has no right to permit others to enter the Property except for that portion that is specifically identified as the Public Ice Age National Scenic Trail Corridor.

b. Public Ice Age National Scenic Trail Corridor. The following rights are conveyed to the Grantee:

1. The right-of-way and easement to construct and maintain a trail and permit general public access by foot, snowshoe or ski, but not otherwise, over and across the Trail Easement Area.

2. The right to prohibit public access to all but foot, snowshoe or ski users through the installation of gates or other obstructions, and to limit access by or exclude the public by appropriate means from any portion of the Trail Easement Area except as provided for herein. Grantor shall have the right to cross the Trail Easement Area with agricultural machinery/vehicles for purposes of access the Auxiliary Farmstead Area. This crossing shall be marked for safety purposes.

3. The right to lay out, mark, develop and maintain or relocate the Trail within the corridor, including the right to construct such structures as bridges and boardwalks, over and across the Trail Easement Area; to make minor topographical changes to the Trail Easement Area for the necessity and convenience of locating the Trail; to post signs marking the Trail footpath, property boundaries, and interpreting natural features; and to manage vegetation through selective removal of exotic or nuisance plant species in order to maintain and enhance the ecological value of the Trail Easement Area.

4. Easement Holder shall have the right to prevent any activity on or use of the Trail Easement Area that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Trail Easement Area that may be damaged by any inconsistent activity or use

5. Grantor shall allow Grantee's employees, agents, contractors and partners, which may include but is not limited to the Ice Age Trail Alliance and the National Park Service, to perform construction, maintenance and management activities within the Trail Easement Area.

c. **Right to Preserve.** Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Conservation Easement.

d. **Right to Require Restoration.** Grantee has the right to require restoration of the areas or features of the Property that are damaged by activity inconsistent with this Conservation Easement.

e. **Right of First Refusal.** Grantor hereby grants to Grantee, a RIGHT-OF-FIRST-REFUSAL to purchase the Property, not including the Farmstead Area.

1. **SALE AT GRANTOR'S REQUEST:** In the event that Grantor desires to offer the Property, the Grantor shall notify the Grantee in writing by certified mail of Grantor's intention to sell the property and shall state a price and terms thereof.

The Grantee shall inform the Grantor of its intent to pursue purchase of the Property by providing the Grantor with an Offer to Purchase within 30 days of receipt of Grantor's notice of intent to sell.

Upon receipt of the Grantee's Offer, the Grantor may elect to sell the property at the price offered, or if said price is not acceptable to the Grantor, the Grantor shall within 60 days of receipt of the Grantee's offer obtain a full-narrative appraisal of the Property prepared by a Wisconsin Certified General Appraiser that meets USPAP standards and provide a copy to the Grantee for review. The Grantee may also elect to obtain a full-narrative appraisal of the Property prepared by a Wisconsin Certified General Appraiser that meets USPAP standards and shall provide a copy to the Grantor for review. The Grantor and Grantee shall, within thirty (30) days from the date of delivery of both the Grantor's and Grantee's appraisals, attempt to agree on a purchase price for the Property.

If after said thirty-day period the Parties are unable to agree upon a price, the Grantor may sell the property to another party.

2. **SALE TO MATCH OFFER:** In the event that the Grantor receives a bona-fide Offer to Purchase the described property or any part thereof, the Grantor shall notify the Grantee in writing by certified mail, and include a copy of the bona-fide offer with the notice. After receipt of this notice, the Grantee shall have sixty (60) days in which to exercise its right to purchase such property. Except that if the Offer to Purchase by the third party follows an attempt to sell the property to the Grantee under No. 1 above, then the Grantee shall have no right to tender a matching offer or to decline purchase.

The Grantee's determination to exercise its Right-of-First-Refusal to purchase the Grantor's property shall be evidenced by written notice in the form of an Offer to Purchase, which Offer to Provide shall provide the same terms and conditions as set forth in the third party Offer to Purchase previously obtained by the Grantor provided that if the third party Offer to Purchase contains limitations on land usage or conditions unacceptable to the Grantee, the Grantee may exercise its right to purchase by an Offer to Purchase without such land use restrictions at the price of the third party Offer to Purchase.

If the Grantee declines purchase of the property or in the event it fails to perform under the terms of this Agreement, the Grantor may sell the property to a third party subject to all of the terms and conditions set forth in this Right-of-First-Refusal, as the rights granted the

Grantee herein shall be construed to be covenants running with the property.

3. The Grantor acknowledges that the Grantee's exercising of this Right-of-First-Refusal and any Offer or Option to Purchase shall be conditioned on the subsequent approvals of the Dane County Board of Supervisors and Dane County Executive. At no time shall this Agreement be considered a commitment requiring the Grantee to purchase the property.

4. RESERVED RIGHTS. Grantor retains all ownership rights that are not expressly restricted by this Conservation Easement and are not inconsistent with this Grant. In particular, without limiting the applicability of the foregoing, the following rights are reserved:

- a. Right to Convey.** Grantor retains the right to sell, mortgage, bequeath, donate, or otherwise convey the Property. Any conveyance will remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder will be bound by terms and conditions of this Conservation Easement. Grantor's shall be freed and relieved of any and all liability and obligations contained in or derived from this conservation easement arising out of any act, occurrence or omission relating to the Property or this conservation easement occurring after the consummation of such sale or conveyance.
- b. Hunting.** Nothing contained herein shall be construed as limiting the right of the Grantor to use the property for hunting and fishing in accordance with section 2(h) and with applicable laws and regulations.
- c. Other Uses.** Grantor may use the property insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.
- d. Right to Engage in Ecological Restoration.** Grantor has the right, but not the obligation, to engage in activities that restore the biological and ecological integrity of the Property as part of a restoration plan. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

5. GRANTEES REMEDIES.

- a. Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Conservation Easement.
- b. Notice and Demand.** If a Grantee determines that Grantor are in violation of this Conservation Easement, or that a violation is threatened, such Grantee shall provide written notice to Grantor unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.
- c. Failure to Act.** If Grantor continues violating this Conservation Easement, or if Grantor does not abate the violation and implement corrective measures requested by a Grantee within 90 days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a 90 day period, fails to begin curing such violation within the 90 day period, or fails to continue diligently to cure such violation until finally cured, a Local or State Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. A Local or State Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that Grantor has failed to comply with this Conservation Easement, then Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by a Grantee compelling such compliance. If the court determines that Grantor has complied with this Conservation Easement, then

Local or State Grantee agrees to reimburse all reasonable costs and attorney fees incurred by Grantor in defending such compliance action.

- d. **Grantor's Absence.** If a Grantee determines that this Conservation Easement is, or is expected to be, violated, Grantee will make good-faith efforts to notify Grantors. If, through reasonable efforts, Grantor cannot be notified, and if Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then Grantee may pursue its lawful remedies without prior notice and without awaiting Grantor's opportunity to cure. Grantor agrees to reimburse all costs associated with this effort.
- e. **Actual or Threatened Noncompliance.** Grantor acknowledges that actual or threatened events of noncompliance under this Conservation Easement constitute immediate and irreparable harm. A Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement.
- f. **Cumulative Remedies.** The preceding remedies of a Grantee are cumulative. Any, or all, of the remedies may be invoked by a Grantee if there is an actual or threatened violation of this Conservation Easement.

6. OWNERSHIP COSTS AND LIABILITIES. In accepting this Conservation Easement, Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any property on the Property or otherwise unless the liability arising from injury or death to any person or from physical damage to any property on the Property or otherwise arises or results from any willful or negligent act, omission, condition, or other matter related to the activities of the Grantee and its trustees, officers, employees, agents, and members. Grantor is responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

7. HOLD HARMLESS.

- a. **Grantor.** Grantor agrees to indemnify, defend, and hold harmless Grantee and its respective members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") against and from any and all losses, liabilities, penalties, fines, charges, costs, damages, suits, proceedings, actions, costs of actions, sanctions asserted by or on behalf of any person or governmental authority, claims, demands, administrative actions, judgments, or expenses, whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal, to which Grantee may be subject or incur relating to the Property, arising from or in any way connected with, but not limited to: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law or regulation, by any person other than the Indemnified Parties, in any way affecting, involving, or related to the Property; (3) Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this Grant, or violations of any Federal, State, or local laws, including all Environmental Laws. In the event any action or proceeding is brought against Grantee by reason of any claim, demand and/or administrative action described above, then Grantee shall give written notice thereof to Grantor and Grantor shall defend such action or proceeding by counsel reasonably satisfactory to Grantee.
- b. **Grantee.** The Grantee agrees to indemnify and hold Grantor harmless against and from any and all loss, liability, claims or expense, including reasonable attorney's fees, arising from bodily injury, including death, or property damage to any third person caused by the negligent acts or omissions of

Indemnified Parties, except to the extent the same are caused by the negligence or misconduct of Grantor.

8. ASSIGNMENT. County of Dane or successor Grantee may transfer its interest in this Grant, but only to a public agency or a non-profit organization which, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the United States Internal Revenue Code, and is qualified to be a holder of conservation easements under section 700.40(l)(b) of the Wisconsin Statutes as it may be amended from time to time, and whose purposes include the preservation of land for agriculture or for agriculture and forestry uses. Such a transfer shall be documented by a written instrument recorded in the Dane County register of Deeds, evidencing the assignment of interests of County of Dane or successor Grantee and the acceptance by the assignee.

9. SUBORDINATION. Any lien or mortgage arising after the date of signature of this conservation easement shall be subordinated to the terms of this easement. See Exhibits C1 attached and made a part herein for existing liens and Consents to Easement.

10. ESTOPPEL CERTIFICATES. Upon request by Grantor, Grantee shall, within 30 days of receipt of such request, execute and deliver to Grantor any document reasonably required by Grantor, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Grant (and, if applicable, any violation(s) outstanding) and otherwise evidences the status of this Grant.

11. TERMINATION AND EXTINGUISHMENT. This Conservation Easement may be terminated or extinguished only by an unexpected change in condition that causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings, and only upon a request as mutually agreed to by Grantors and Grantee. Grantee will then be entitled to compensation in accordance with applicable laws. The annexation of the Property to any municipality shall not render the purpose of this Grant impossible to accomplish. If the Property is taken, in whole or in part, by power of eminent domain, then Grantee will be entitled to compensation in accordance with applicable laws and with Section 12 below.

12. PROCEEDS. The Parties agree that this Grant constitutes a real property right, immediately vested in the Grantee, which has a fair market value ("Easement Value") of One million ninety thousand (\$1,090,000), that is proportionate to the fair market value of the Premises as a whole. This "Proportionate Share" of the Conservation Easement is a percentage arrived at by dividing the Easement Value by the fair market value of the Premises as a whole at the time of conveyance. The "Proportionate Share" shall remain constant over time.

- a. The Grantor and Grantee agree that the Easement Value at the time of conveyance is equal to 34% of the fair market value of the Premises as a whole.
- b. If this Conservation Easement is extinguished in whole or in part, then upon the subsequent sale, exchange or involuntary conversion of the Premises, and after the satisfaction of prior claims and reasonable expenses incurred by the Grantor and Grantee as a result of the extinguishment, the Grantee shall be entitled to the Proportionate Share of the proceeds attributable to the Conservation Easement. The Grantee may obtain a lien on the Premises for the amount due until such time that it receives its "Proportionate Share" from the Grantor. The share of proceeds received by Grantee may be further apportioned to other parties that provided funds for the Conservation Easement in proportion to their contribution.
- c. The Grantee shall use any proceeds it receives from any sale, exchange, or involuntary conversion in a manner consistent with the conservation purposes of this Conservation Easement.

13. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Grant, maintaining and promoting agricultural use and the Conservation Values of the Property, and applicable federal law including the policies and purposes of the United States Farm and Ranch Lands Protection Program, and section 700.40 of the Wisconsin Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render the provision invalid.

14. NOTICES. For purposes of this document and agreement, notices may be provided to either party, by personal delivery or by mailing a written notice. Notice to Grantor shall be sufficient if sent to the name and address shown on the current real estate tax records. Notice to Grantee shall be addressed to the Dane County Real Estate Coordinator, 5201 Fen Oak Drive, #208, Madison, WI 53718.

15. SEVERABILITY. If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

16. SUCCESSORS. This Conservation Easement is binding upon, and inures to the benefit of, the Grantors' and the Grantees' successors in interest. All subsequent owners of the property are bound to all provisions of this Conservation Easement to the same extent as the current property owner.

17. AMENDMENT. If circumstances arise under which an amendment to or modification of this Grant would be appropriate, Grantors and Dane County or successor Grantee may jointly amend this Grant by a written instrument recorded in the office of the Dane County Register of Deeds, provided that any such amendment shall not diminish the goals or purposes of this Grant or affect its perpetual duration.

18. TERMINATION OF RIGHTS AND OBLIGATIONS. A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

19. TITLE WARRANTY. Grantor warrants that:

- a. Grantor is the sole owner of the Property in fee simple, have good title to the property, that the Grantor has the right and ability to convey this Conservation Easement to the Grantees;
- b. The Property is free and clear of any encumbrances except as noted: (from title commitment)
- c. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except those that are specifically noted herein as being subordinated to the Grantee's rights under this Easement;
- d. The Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use; and
- e. There is no pending or threatened civil or criminal proceedings or investigation in any way affecting, involving, or relating to the Property, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders.

20. ENVIRONMENTAL WARRANTY. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource

protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

- a. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.
- b. Grantor warrants that they are in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations on or conditions of the Property.
- c. Grantor warrants that they have no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property. Moreover Grantor hereby promise to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantees shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantees.

21. LEGAL CONSTRUCTION. This Conservation Easement will be construed in accordance with Wisconsin Law and with the laws of the United States.

22. ENTIRE AGREEMENT. This Conservation Easement and its attachments sets forth the entire agreement of the Grantors and Dane County and supersedes all prior discussions and understandings.

23. ACTS BEYOND GRANTOR'S CONTROL. Nothing contained in this Conservation Easement shall be construed to entitle the Grantees to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, the Grantor, his heirs, successors, and assigns, shall conduct all agricultural and silvicultural operations on the Property in a manner consistent with an approved timber management plan or conservation plan, as described in sections 2(c) and 2(d).

24. CONTROL. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Grantees to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an owner or operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

25. COUNTERPARTS. This Grant may be signed in counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

TO HAVE AND TO HOLD unto Grantee, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

Dated this 27 day of MARCH, 2020.

GRANTOR:

Michael G. Coyle (SEAL)
Michael G. Coyle

_____ (SEAL)

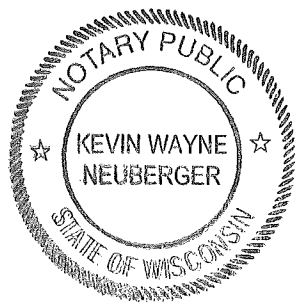
STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 27 day of March, 2020, the above named Michael G. Coyle to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Handwritten Signature]
Signature of Notary Public

Kevin Wayne Neuberger
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is) 1-22-2022



**ACCEPTANCE OF EASEMENT
BY COUNTY OF DANE**

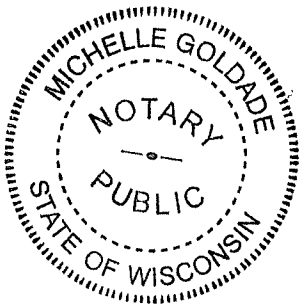
The County of Dane, by Resolution 2019 RES-506 of its County Board of Supervisors adopted at a duly convened meeting on March 5, 2020, hereby accepts this Grant of Conservation Easement and Development Rights.

COUNTY OF DANE

By: 
County Executive

STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 19th day of March, 2020, the above named Joseph T. Parisi to me known to be the person who executed the foregoing instrument and acknowledge the same.




Signature of Notary Public

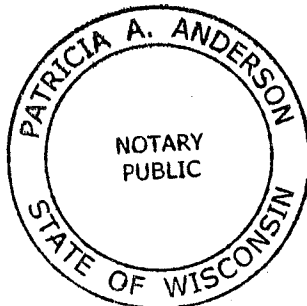
Michelle Goldade
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is) 9-8-21

By: 
County Clerk

STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 20th day of March, 2020, the above named Scott McDonell to me known to be the person who executed the foregoing instrument and acknowledge the same.




Signature of Notary Public

Patricia A. Anderson
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is) 10-4-2023

Exhibit A
Legal Description

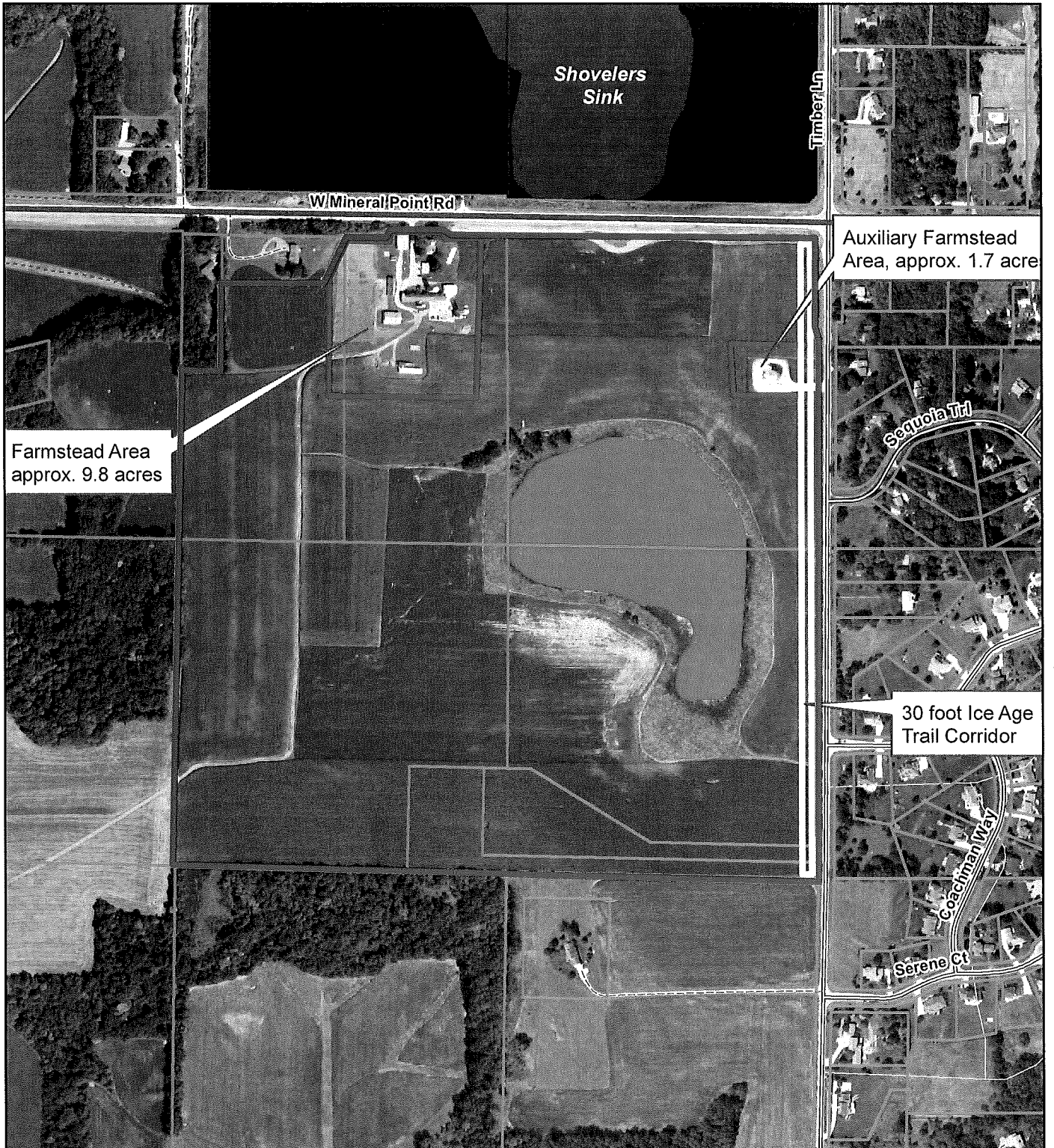
The Northeast ¼ of Section 25, Township 7 North, Range 7 East, in the Town of Cross Plains, Dane County, Wisconsin, including Lots One (1) and Two (2) of Certified Survey Map No. 12864, recorded on February 24, 2010 in the Dane County Register of Deeds Office as Document No. 4636985, EXCEPT the following:




- 1) Land described in Warranty Deed recorded in Volume 768 of Deeds, page 48 on October 14, 1964 as Document No. 1115181
- 2) Land conveyed for highway purposes contained in instrument recorded on February 5, 1965, as Document No. 1123399
- 3) Lot One (1) of Certified Survey Map No. 6117 in the Dane County Register of Deeds Office in Volume 29 of Certified Survey Maps page 179 as Document No. 2202893 in the Town of Cross Plains, Dane County, Wisconsin.

Parcel Identification Numbers:

020/0707-251-8700-6
020/0707-251-8500-8
020/0707-251-8000-3
020/0707-251-9050-0
020/0707-251-9060-0
020/0707-251-9550-0
020/0707-251-9560-0

Exhibit B



-  Coyle Property
-  Farmstead Areas
-  Ice Age Trail Corridor

 US Fish and Wildlife Lands

