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Document Number

CONSERVATION EASEMENT

Document Title

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REGISTER OF DEEDS

BUFFALO COUNTY, WIS.

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DEED OF A NATURAL AREA AND OPEN SPACE CONSERVATION EASEMENT

This Deed of a Natural Area and Open Space Conservation Easement ("Easement") is made by Lee E. and Cindy L. Scharr (hereinafter called the "Grantors"); and the Wisconsin Farmland Conservancy, a nonprofit corporation (hereinafter called the "Conservancy").

WHEREAS, the Grantors are the owners in fee of certain real property in Buffalo County, Wisconsin, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"). The Property has aesthetic, recreational, and natural resource values in its present state, as well as value resulting from its potential future development as residential or commercial property, which property has not yet been subject to excessive development; and

WHEREAS, this Property contains 40 acres of undeveloped land in natural area and open space and which provides wildlife habitat as well as recreational opportunities which are documented in an inventory of relevant features of the Property on file at the offices of the Conservancy and incorporated by this reference ("Property Report"), which consists of reports, maps, photographs and other documentation that parties agree provides, collectively, an accurate representation of the Property at the time of this Easement, and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement; and;

WHEREAS, the Wisconsin Farmland Conservancy is a nonprofit corporation incorporated under the laws of the State of Wisconsin, whose purpose is to preserve agricultural and open space land in order to protect the aesthetic, recreational, cultural, educational, agricultural and natural resources of the state through non-regulatory means, thereby reducing the burdens of state and local governments; and

WHEREAS, the economic health of Wisconsin is closely linked to its agricultural, natural and forest lands, 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; and

WHEREAS, the conveyance of a Natural Area and Open Space Conservation Easement over the Property to the Conservancy is in furtherance of, and will serve the public purposes of, certain clearly delineated local, state and federal governmental conservation and scenic protection policies, namely:

\* Sections 23.27 and 23.28 of the Wisconsin Statutes, which provide for the establishment and preservation of state natural areas;

\* Section 700.40(1)(3) of the Wisconsin Statutes, the Uniform Conservation Easements Act, which provides for the establishment of easements for the purpose of protecting agricultural, open space, and natural resource lands;

\* Section 84.105 of the Wisconsin Statutes, which provides for establishment of the Great River Road along the Mississippi river in Buffalo county, and which provides for protection of scenic landscapes; and

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WHEREAS, the Conservancy is receiving a State Natural Areas Grant from the Wisconsin Department of Natural Resources under Sections 23.096 and 23.27.

WHEREAS, as recognized by the foregoing governmental conservation policies, the conservation of the open space character of the Property to protect its scenic qualities and its natural habitat, by the conveyance of Natural Area and Open Space Conservation Easement upon the terms herein, will result in a significant public benefit; and

WHEREAS, the parties to this Easement recognize the scenic and natural values of the Property, and share the common purpose of conserving these values by the conveyance of a conservation restriction to prevent the use or development of the property for any purpose or in any manner which would conflict with the maintenance of these scenic and natural values; and

NOW, THEREFORE, for the reasons recited above, and in consideration of their mutual promises contained herein, the Grantors, and the Conservancy, intending to legally bind themselves, their successors, assigns, heirs, executors, administrators, agents, employees and all other persons claiming by or through them, do hereby grant, covenant, agree and declare as follows:

The Grantors hereby grant and convey unto the Conservancy, a Natural Area and Open Space Conservation Easement over the property, exclusively for the purpose of conserving its open space character, scenic qualities and natural habitat; and hereby grant to the Conservancy rights of enforcement within the meaning of Sec. 700.40(1)(3) of the Wisconsin Statutes.

**Summary of Easement Provisions**

**1. Purpose.** It is the purpose of this Easement to assure that the Property will be preserved forever in its natural, scenic, forested, and open space condition and to prevent any use of the Property that would significantly impair or interfere with its conservation values. Grantors intend that this Easement will confine the use of the Property to such activities as are consistent with the purposes of this Easement.

**2. Rights of Conservancy.** To accomplish the purposes of this Easement, the following rights are conveyed to the Conservancy or its assigns:

- (a) to preserve and protect the conservation values of the Property; and
- (b) to enter upon the Property at reasonable times, but not less often than once each calendar year, in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and that the Conservancy shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
- (c) to prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use; and
- (d) to assure management of the property consistent with the Management Plan. The purpose of the Management Plan which is attached as Exhibit C is to assure that the natural, conservation, and open space values of the property will be protected in

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 perpetuity and to prevent any use of the property which will significantly impair or interfere with those values.

**3. Restricted Uses of Protected Property.** Any activities on or use of the Property inconsistent with the purposes of this Conservation Easement are prohibited. Without limiting the generality to the foregoing, the following activities and uses are expressly prohibited:

- a. construction of any buildings, shelters, mobile homes, playing fields or play grounds, picnic areas or any other recreational facilities, asphalt, concrete pavement, antennas, utility poles, towers(including communication) , conduits, lines, outdoor lights, roads, driveways or any other permanent structure or facility;
- b. cutting or harvesting of timber, except as provided in the Management Plan which is attached hereto as Exhibit C.;
- c. signs, billboards, or outdoor advertising of any kind erected or displayed; provided, however, that the Grantors may erect and maintain reasonable signs indicating the name of the farm, boundary markers, directional signs, signs restricting hunting or trespassing on the property, memorial plaques, temporary signs indicating that the property is for sale or lease, signs providing information about natural features of the property or providing directional guidance for approved uses of the property. The Conservancy, with the permission of Grantors, may erect and maintain signs designating the property as land under the protection of the Conservancy. The Department may erect and maintain a sign indicating that the property is protected through the Wisconsin Stewardship Program;
- d. dumping or storage of trash, ashes, garbage, piles of gravel or other materials, hazardous or toxic substances or other unsightly or offensive material;
- e. filling, excavation, mining or drilling, exploring for or removal of minerals, removal of topsoil, sand, gravel, rocks, minerals or other materials, nor any change in the topography of the land in any manner;
- f. introduction or removal of any plant or animal species except as specified in the Management Plan and Section 4 b.
- g. subdivision of the Property;
- h. commercial or industrial activity undertaken on the Property;
- i. grazing or keeping of livestock, or tilling of the soil, except to restore habitat and support wildlife as specified in the Management Plan;
- j. spraying with pesticides, insecticides or herbicides except as specified in the Management Plan;
- k. operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or any other type of vehicles of any kind upon the Property except as necessary to remove harvested deer as provided under the terms of the Management Plan, and as may be necessary for the proper maintenance of the Property under the terms of the Management Plan;

1. operation of a game farm, deer farm or fur farm;

**4. Permitted Uses of the Protected Property.** The Grantors' use of the Property, and activity thereon shall be permitted which, in the reasonable opinion of the Conservancy, does not possess the potential to be inconsistent with the intent of this Easement, such intent being the conservation of natural areas, open space, wildlife, and forest resources. Notwithstanding the foregoing, Grantors shall have the right to make the following uses of the Property:

- a. maintenance of existing trails and existing unimproved field roads. In the event that a trail or field road needs to be revegetated to prevent adverse environmental effects, a new trail or field road may be developed with approval of the Conservancy and the Department;

- b. hunting of legal game during approved seasons. The Grantors may provide for leasing of the Property for hunting purposes;

- c. camping on the Property limited to the Grantors and invited guests, provided that this use is of temporary and limited nature; is dispersed within the area south of the black line on the Easement Map attached hereto as Exhibit B. There shall be no camping north of the black line in the area identified as Prairie/Oak Savanna Critical Area on the Easement Map. Access to the camping area shall be via an existing unimproved driveway off Markey Bluff Road

- d. bird-watching and wildlife observation, picnicking, hiking, and cross country skiing throughout the property; however no new trails shall be created nor grooming activities undertaken to accommodate these uses. The Grantor may ride mules for personal use for their lifetime. The right to mule riding is not transferable to heirs or assigns.

- e. repairing and replacing existing fences and new fences for purposes of reasonable and customary control of livestock, and preventing trespassing on the Property;

- f. undertaking recreational uses such as nature appreciation and educational activities which do not degrade the natural features of the Property; however, there will not be any intensive recreational activities which would interfere with the habitat values of the Property. Any public use which damages vegetation and habitat or otherwise impairs the natural conditions will be discouraged and if necessary will be controlled.

**5. Prior Approvals.** Where Grantors are required, as a result of this Easement, to obtain the prior written approval of the Conservancy before commencing an activity or act, and where the Conservancy has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Conservancy.

**6. Local Ordinances.** It is hereby agreed that any use of the land, otherwise permitted under this Easement, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Nelson, Buffalo County and the State of Wisconsin.

**7. Enforcement of the Restrictions.** The Conservancy shall make reasonable efforts from time to time to assure compliance by Grantors with all of the covenants and restrictions herein. In connection with such efforts, the Conservancy may make periodic inspection of all or any portion of the Property, and for such inspection and enforcement purposes, the Conservancy shall have the right of reasonable access to the Property. In the event that the Conservancy becomes aware of an event or circumstance of non-compliance with the terms and conditions herein set forth, the Conservancy shall give notice to Grantors of such event or circumstance of non-compliance via certified mail, return receipt requested, and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Property to its previous condition.

Failure by the Grantors to cause discontinuance, abatement, or such other corrective action as may be demanded by the Conservancy within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle the Conservancy to bring action in a court of competent jurisdiction to enforce the terms of this Easement and to recover any damages arising from such non-compliance. Such damages, when recovered, may be applied by the Conservancy to corrective action on the Property, if necessary. If such Court determines that Grantors have failed to comply with this Agreement, Grantors shall reimburse the Conservancy for any reasonable costs of enforcement, including court costs and reasonable attorneys fees, in addition to any other payments ordered by such court. In the event that the Conservancy initiates litigation and the court determines that the Grantors have not failed to comply with this Agreement and that the Conservancy has initiated litigation without reasonable cause or in bad faith, then the Conservancy shall reimburse Grantors for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees. The parties to this Easement specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and, accordingly entitle the Conservancy to such equitable relief, including but not limited to injunctive relief, as the Court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Conservancy at Law, in equity, or through administrative proceedings.

**8. Assignment.** Conservancy shall transfer the Easement and restrictions conveyed by Grantors herein only to a qualified conservation organization under 26 USCS s. 170 (h) that agrees to enforce the conservation purposes of this Easement, in accordance with the regulations established by the Internal Revenue Service governing such transfers.

**9. Conveyance.** In any deed conveying an interest in all or part of the Property, Grantors shall make reference to the Easement and restrictions described herein and shall indicate that said Easement and restrictions are binding upon all successors and assigns in perpetuity.

**10. Secondary Enforcement, Approvals and Management.** The parties to this Easement acknowledge that the Wisconsin Department of Natural Resources also holds a right of interest on this Natural Area and Open Space Conservation Easement, and must approve any assignment or amendment to this Easement or the Management Plan. The Department may enter the Property in reasonable manner and with prior notice to the Grantors to monitor the compliance of the Conservancy with the terms of a Stewardship Grant and Management Contract between the Conservancy and Department, for research, and for management activities related to the restoration and maintenance of oak savanna and prairie. Management activities may include, but are not limited to, cutting cedars and prescribed burns. If the Conservancy fails to fulfill its

Conservation Easement shall vest in the Department without the necessity of entry.

**11. Enforcement Discretion.** Enforcement of the terms of this Easement shall be at the discretion of the Conservancy, and any forbearance by the Conservancy to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Conservancy of such term or any subsequent breach of the same or any other term of this Easement or of any of Conservancy's rights under this Easement.

**12. Waiver of Certain Defenses.** Grantors hereby waive any defense of laches, estoppel, or prescription.

**13. Acts Beyond Grantors' Control.** Nothing contained in this Easement shall be construed to entitle the Conservancy to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantor's 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 any such cause.

**14. Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

**15. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend the Conservancy and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys fees, arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter relating to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (ii) the existence or administration of this Easement, unless due to the negligence of the Indemnified Parties.

**16. Extinguishment or Condemnation.** If circumstances arise in the future such as render the purposes of this Easement impossible to accomplish, and this Easement is terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, or by condemnation, the amount of the proceeds to which the Conservancy shall be entitled, if any, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided, by the provisions of Wisconsin law.

**17. Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over an interpretation that would render it invalid.

18. **Public Access.** No right of access by the general public to the Protected Property is conveyed by this Grant of a Natural Area and Open Space Conservation Easement, except for:

- (1) Visual access from public waters and public ways
- (2) Upon not less than thirty (30) days advance written notice to Grantors, the Conservancy and its representatives may conduct at least one (1) educational tour for the public annually, excluding the months of September, October, November and December. Said tour shall consist of no more than twenty five (25) individuals at one time.
- (3) Upon not less than fifteen (15) days advance written notice to Grantors, the Conservancy and its representatives may conduct an annual biological inventory of the Property, excluding the months of September, October, November and December.
- (4) Upon not less than fifteen (15) days advance written notice to Grantors, the Conservancy and the Department may bring volunteers on the property for land management purposes, excluding the months of September, October, November and December.

19. **Recordation.** The Conservancy shall record this instrument in timely fashion in the official records of Buffalo County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

20. **General Provisions.**

- (a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.
- (b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby;
- (c) **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 this Easement, all of which are merged herein, except for the Stewardship Grant and Management Contract between the Department and the Conservancy;
- (d) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantors' title in any respect.
- (e) **Joint Obligation.** The obligations imposed by this Easement upon Grantors shall be joint and several.
- (f) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.
- (g) **Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the



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21. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, the Grantors and the Conservancy may amend this Easement; provided that no amendment shall be allowed that would affect the qualification of this Easement or the status of the Conservancy under any applicable laws, including Section 170 (h) of the Internal Revenue Code of 1986, as amended, and any amendment shall be consistent with the purposes of this Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Buffalo County, Wisconsin.

22. **Right of First Refusal.** The Grantors, hereby grant to the State of Wisconsin, Department of Natural Resources a right-of-first-refusal to purchase all or any part of the property described in Attachment A:

The Grantors shall notify the Department of Natural Resources in writing when they have received a bona fide offer to purchase the subject property and a copy of the bona fide offer shall be included with the written notice to the Department of Natural Resources. After receipt of the Grantor's notice of intent to sell pursuant to the terms of the bona fide offer, the Department of Natural Resources shall have three months in which to exercise its right to purchase said property. The Department of Natural Resources determination to exercise its right to purchase shall be evidenced by written notice in the form of an Offer to Purchase, which Offer to Purchase shall provide the same terms and conditions as set forth in the bona fide Offer to Purchase previously obtained by Department of Natural Resources provided that if the bona fide Offer to Purchase contains limitations on land usage or other conditions not acceptable to the Department of Natural Resources, the Department of Natural Resources may exercise its right to purchase by an Offer to Purchase in fee, for the price included in the bona fide Offer to Purchase. Notice of Department of Natural Resources determination to exercise its right to purchase, as specifically described above, must be received by Grantors within three months of the date the Department of Natural Resources received Grantor's written notice of intent to sell. This provision shall not apply to transfers by gift, devise, or operation of law.

23. **INVALIDATION.** Any provision hereof shall not affect any other provision of this Grant.

TO HAVE AND TO HOLD said granted conservation easement and restrictions, with all the privileges and appurtenances thereof, unto the Conservancy, its successors and assigns; the said Grantors Lee and Cindy Scharr, for themselves, and their heirs and assigns, do covenant with the said Conservancy, its successors and assigns, that until the ensembling of these presents, the Grantors, are the sole owners of the premises, and have good right and title to convey the same in the manner aforesaid. The Property is free from every encumbrance, except those of record, and the Grantors hereby engage to warrant and defend the same against all lawful claims whatever.

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IN WITNESS WHEREOF, Grantors and the Conservancy have executed this Deed of Conservation Easement on the 29<sup>th</sup> day of October, 2001 Signed, sealed and delivered in the presence of:

Grantors

Conservancy

Lee E. Scharr

Wisconsin Farmland Conservancy, Inc.

Lee Scharr

Curt Rohland  
Curt Rohland President

Cindy L. Scharr

Cindy Lou Scharr

Grantors ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.:  
COUNTY OF GOODHUE )

On this 29<sup>th</sup> day of October, 2001, before me personally came Lee Scharr, to me known to be the individual described in, and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Charles O. Richardson  
Notary Public

Goodhue County, MN

Commission Expires:

My commission expires Jan. 31, 2005.



STATE OF Wisconsin )  
 ) ss.:  
COUNTY OF Buffalo )

On this 29 day of October, 2001, before me personally came Cindy Scharr, to me known to be the individual described in, and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Margie Brunkaw  
Notary Public

Commission Expires: 07-06-03



CONSERVANCY ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.:  
COUNTY OF Chippewa )

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On this 6 day of November 2001, before me personally came Curt Rohland, who acknowledged to me that he is President, of the Wisconsin Farmland Conservancy, Inc., a Wisconsin nonprofit corporation, and that the execution of this Instrument is with the authority of the Board of Directors of said corporation.

Linda A. Hamilton  
Notary Public



Commission Expires:

November 2, 2003

Exhibit A -Legal Descriptions  
Exhibit B -Easement Map  
Exhibit C -Management Plan

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**Exhibit A**  
**Legal Description**

The Southeast (SE) 1/4 of the Northwest (NW) 1/4, Section 5, T.22N. – R.13W. Buffalo County, Wisconsin.

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**Exhibit B**  
**Easement Map**

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**Exhibit C  
Management Plan**

**Scharr Bluff  
Nelson, Wisconsin**

**I. Primary Goals of the Project**

This project will protect and restore native habitats of Mississippi river bluffs under a permanent conservation easement. The management plan is directed at restoring and protecting the biological values, wildlife habitats, open space and scenic characteristics of the property. The project will restore and maintain open areas on the bluffs to native grasses and prairie, and will designate areas for restoration of oak savanna. The property will be protected in perpetuity. The primary objective of this management plan is to preserve the site in a natural condition with little human disturbance. The property is within the boundary of the Lower Chippewa River Natural Area.

**II. Description of the Site**

The 40 acre property is located in Sections 5 in the Town and Village of Nelson in Buffalo County. The Scharr Bluff are part of the initial segment of bluffs south of the Chippewa River. The property is marked by steep hillsides and dramatic rock bluff faces with several natural caves. The bluff ridges include a significant dry prairie with several rare plants and timber rattlesnakes. The property provides diverse habitat for wildlife and birds (game birds, eagles, migrating neo-tropical song birds):

deciduous forest of oak, ash, maple, and basswood, with a rich understory of shrubs and herbaceous plants sheltering an impressive number of interior forest breeding species and impressive numbers of wild turkeys; small dry bluff prairies, and unique rock outcroppings.

The top of the bluff includes a mix of open forests. The most serious threat to the property is from residential development. The property has dramatic vistas from the bluff ridge, and similar bluff land in the area is seeing significant pressure for development of homesites. The property has good access from a town road off Highway 35.

**III. General Land Management Practices**

Management of Terrestrial, Geological, and Archaeological Features.

A. Removal of plants, animals, rocks and minerals and artifacts is generally not permitted. However, hunting is permitted as described in Section 4.b. of the Conservation Easement.

B. Land management objectives and practices for the property are as follows:

1. For the Prairie/Oak Savanna Critical Area identified on the Easement Map (see Exhibit B of the Easement) as the land north of the black line (which delineates an old roadway), the focus of management practices shall be to restore and maintain oak savanna and prairie. Oak trees are part of this natural community and will not be cut, except under direct supervision of the Department for restoration purposes. Cedars and other trees may be cut for the purpose of restoring and maintaining oak savanna and prairie, but only with approval of the Department. The landowner may use trees cut for personal uses such as firewood and posts for the construction of fences on the Property.

2. For the land located south of the black line, the focus of management shall be to maintain the forest community through sustainable forestry practices. Commercial cutting or harvesting of timber is allowed on this part of the property. Timber harvest must be accordance with a forest management plan that has been approved by the Department, and carried out in a manner that is consistent with sustainable forestry practices.

C. Control of plant succession with the use of fire, cutting, or mowing may be employed to maintain a particular natural area type.

D. Introduction of exotic plant and animal species is prohibited. Reintroduction of extirpated species, or introduction of a species of concern which is known to inhabit a particular community and edaphic condition may be permitted with the advice and consent of the Department.

E. Use of biological agents for control of plants or animals is preferred over chemical agents. The use of herbicides, pesticides, and fungicides must be approved by the Department.

#### IV. Specific Communities/Critical Areas / Species of concern

A. Prairie/Oak Savanna Critical Area (see Easement Map, Exhibit B)

Special forest management practices will be followed in order to restore native oak savanna habitat. In designated oak savanna restoration areas, bur oak and white oak will not be cut. All other trees can be harvested except red oak. Red oak may be harvested with prior approval of the Department.

B. Native Prairie / Hillside Prairie Area

The bluff top area of the property will be restored to a native prairie habitat as resources are available to cover costs. Management assistance will be provided by the Department as allowed by funding and personnel resources.

C. Dry Prairie/Rock Outcropping - Bluff

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 The property includes examples of dry bluff prairie that will be maintained in native state. Timber rattlesnake habitat improvement and management could involve periodic burning and removal of cedars.

#### V. Archeological Sites

There are no known archeological sites on the property.

#### VI. Improvements and Structures

No buildings or other improvements such as fireplaces, picnic shelters, or athletic facilities will be constructed on the Property.

#### VII. Public Access / Uses

##### A. Public Access

No public access is required, except as directed by Section 19 of the Conservation Easement

##### B. Signs

Attention drawing signs should be limited to those areas that have a low site fragility or established trails.

##### C. Vehicle Traffic

Vehicles of all types are not permitted except for uses required for maintaining the property. Existing walking trails and service roads, as identified on the, Easement Map, may be maintained. However, to the degree practical foot traffic will be dispersed in order to protect light soils and vegetation and service vehicles will remain on existing service roads. New walking trails may be constructed where use is heavy or where needed to protect sensitive vegetation, and these will be identified in the Management Plan and must be approved by the Department.

##### D. Problems

The property has no environmental problems or intrusions that need to be addressed.

#### VIII. Implementation / Monitoring

The landowners will work closely with the county NRCS office and the Department to complete restoration work. Burning and forest management will be completed in cooperation with the DNR, the county Land Conservation Department and the Conservancy. With advance thirty day (15) notice the DNR will provide ongoing assistance in managing and restoring the site and shall have access to the site to do such management in a reasonable manner and with



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prior notice to the Grantors, except in the months of September, October, November and December.

Principle responsibility for monitoring the terms of the easement and management plan will be on the Wisconsin Farmland Conservancy as holder of the conservation easement.





## WEST WISCONSIN LAND TRUST

500 East Main, Suite 307, Menomonie, WI 54751

715.235.8850

[www.wwlt.org](http://www.wwlt.org)

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March 7, 2013

Gordy Weiss  
319 West Madison Street  
Durand, WI 54736

Re: Scharr Conservation Easement  
Buffalo County, WI  
WWLT Project #37  
Welcome and property management questions

Dear Gordy,

Congratulations on your purchase of the former Scharr property in Nelson Township, Buffalo County, WI. As you know, West Wisconsin Land Trust (WWLT) holds a conservation easement on this property, and I'd like to welcome you to our easement family.

As part of our WWLT Stewardship Program, we monitor all our conservation easements at least once annually. This visit is required under the conservation easement, and we will notify you before we conduct the visit. The visit involves visual inspection of your conserved land.

I am including a copy of the conservation easement document for your records. We consider the easement an opportunity to work with landowners to protect the special conservation features of their property. We welcome the opportunity to review the easement terms with you, discuss your plans for the property and answer any questions. In that regard, I understand that you have several questions, which I will address at this time.

1) Question re: the construction of a pond on the property.

- The conservation easement does not permit the construction of ponds. Paragraph 3(e) specifically prohibits "... the filling, excavation... removal of topsoil, sand, gravel, rocks, minerals or other materials, nor any change in the topography in the land in any manner."

2) Question re: creation of a usable trail, which would connect an existing trail along the side hill with the property access road beginning (off the property) from Markey Bluff Road.

- The conservation easement offers quite a bit of guidance on this topic. The conservation easement and Management Plan allow for the maintenance of existing walking trails and existing service roads (elsewhere referred to as existing unimproved field roads). Of these, we are aware of an old trail along the side hill and the "service road" or access road which begins at Markey Bluff Road on adjacent property, before entering the 40-acre conservation easement property.

The conservation easement Management Plan also allows for the construction of new walking trails with prior approval of West Wisconsin Land Trust. We would need to see a specific proposal of the new walking path which includes the location, size and scope

If it makes more sense to walk the property together to further discuss your proposal, that can be arranged with a member of our staff. It is important to note, that the conservation easement prohibits vehicular use, except for removing deer and for implementation of the Management Plan, and does not permit the construction of new roads.

3) Question re: the vegetation removal, timber harvest etc.

- Whereas timber harvest and vegetation removal is generally prohibited by the conservation easement, it makes certain allowances which are discussed at length in the Management Plan.

The Management Plan emphasizes the methods which may be used to maintain and restore the critical areas of the property, which includes the oak savanna and prairie ecological communities.

Any timber harvest or timber removal requires the prior approval of West Wisconsin Land Trust, and must be conducted under a forest management plan. Specific stipulations regarding timber include:

- *Burr oak and white oak trees cannot be cut in the Prairie / Oak Savanna Critical Area, which is primarily the south-facing slope found on the northern two thirds of the property. An exception can be made for red oak removal, with West Wisconsin Land Trust approval.*

I am also enclosing a few items to help you become acquainted with our organization. WWLT is a nonprofit, member-supported land trust, and I hope you'll consider joining our members who are actively involved in preserving western Wisconsin's natural character.

I understand that you have presently listed this property for sale. If I can be of any assistance to you or prospective buyers, please don't hesitate to contact our office. My business card is enclosed.

Sincerely,



Bob Fitzwilliam  
Executive Director

Enclosures



WEST WISCONSIN  
LAND TRUST

July 10, 2013

Gordy Weiss  
319 West Madison St.  
Durand, WI 54736

Re: Scharr Conservation Easement Project  
Buffalo County, Wisconsin  
WWLT Project #37

Dear Gordy,

On July 3, 2013, Dave Lindrud, a WWLT volunteer, conducted a site visit to your conservation easement property. During that visit, a visual inspection was conducted to review the activities on the property as they relate to the terms of the conservation easement. Based upon that inspection there were no changes or activities noticed that would affect the conservation values of your land.

We ask all conservation easement landowners to notify us of any changes in contact information, anticipated changes in land ownership such as a sale or transfer of the property, or if you are planning any building or landscape changes. Depending on the terms of your easement, certain activities may require notice and/or approval prior to proceeding. Please contact our office if this is the case with respect to your property.

If you have any questions or concerns about the monitoring visit or about the conservation easement on your property, please contact me.

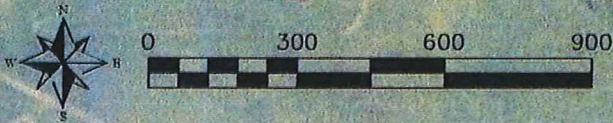
Thank you for your continued commitment to land conservation in western Wisconsin.

Sincerely,

Rick Remington  
Conservation Director  
[remington@wwlt.org](mailto:remington@wwlt.org)

# EASEMENT EXHIBIT

JOHNSON & SCOFIELD INC. LAND SURVEYORS  
 626 JEFFERSON AVENUE WABASHA, MN 55981 651-565-3244



Location of road shown hereon is approximate. Road needs to be survey located to be certain that the road touches the easement.

30' wide X 990' long easement for pedestrian ingress and egress.  
 Doc. No. 169817  
 Vol. 193, Pg. 642

UNPLATTED LANDS

No buildings are on any of the lots shown hereon

**LOT 24**  
 2098283 SQ. FT.  
 48.17 ACRES,  
 INCLUDING ROAD R/W  
 1995685 SQ. FT.  
 45.88 ACRES  
 EXCLUDING ROAD R/W

**LOT 1**  
 249724 SQ. FT.  
 5.73 ACRES  
 INCLUDING ROAD R/W

**LOT 25**

1319598 SQ. FT.  
 30.29 ACRES  
 EXCLUDING ROAD R/W

**LOT 6**  
 120490 SQ. FT.

East 1/4 corner  
 S.5, T.22N, R.13W  
 N: 340155.805  
 E: 528938.590

West 1/4 corner N: 340198.769  
 S.5, T.22N, R.13W E: 523679.823

UNPLATTED LANDS

CSM PENDING

