1. CALL TO ORDER
   Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENT

4. ACTION ITEMS
   
   a. Transfer of Funds into the Planning and Parks Department Conference and Meeting Budget Item to Send the Planning and GIS Specialist to "Putting ArcGIS to Use Across Your Organization" Training

   b. Transfer of Funds into the Land Information Conference and Meeting Budget Item to send Two Land Information Staff Members to "Putting ArcGIS to Use Across Your Organization" Training

   c. Resolution: Approving a Cooperative Agreement Between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project Which Includes Ozaukee County Acceptance of Title to the Property Located at 9104 Mequon Road, Mequon, WI (Parcel ID 140201500100) for Addition to the Ozaukee County Park System per §§ 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and Grant of a Conservation Easement to the District Per § 700.40 of the Wisconsin Statutes

5. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk’s Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.
Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2019
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Transfer of Funds into the Planning and Parks Department Conference and Meeting budget item to send the Planning and GIS Specialist to "Putting ArcGIS to Use Across Your Organization" Training

BACKGROUND INFORMATION: Geographic Information System (GIS) software (ArcGIS) is used within all divisions of the Planning and Parks Department. From creating site specific maps and databases for ecological projects to creating and maintaining maps and databases for the county’s park system and planning functions, it is essential staff stay up-to-date with the current technology, as well as understand innovative ways to display information utilizing ArcGIS to members of the public. In response to current efforts to understand what role the ArcGIS Online platform could have for the county, as well as provide support to staff in other applications of the software, the Ozaukee County Land Records Department has organized a training opportunity with Esri, the manufacturer of ArcGIS, for themselves, a staff member from the Planning and Parks Department, and two external regional partners that utilize ArcGIS in their daily work. The agenda for the multi-day training covers topics including creating web applications, analyzing data, and monitoring and collecting data in the field, and takes place October 7th to October 9th in St. Paul, Minnesota.

ANALYSIS: Professional development gained through attending this training will in turn provide support for on-going, funded Department programs, and will support the update of the Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035 and Park and Open Space Plan for Ozaukee County. The cost is anticipated to be approximately $2,638 according to the following breakdown: Breakdown of cost -

- Registration: $1,950
- Hotel: $288 ($96/night)
- Food: $200 ($50/day)
- Travel: $200 (carpool with 4 other attendees)

FISCAL IMPACT:

Balance Current Year: Approximately $2,638     Next Year’s Estimated Cost: NONE

FUNDING SOURCE:

County Levy: Non-County Levy: X
RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the transfer of funds to the Conference and Meeting budget item to send the Planning and GIS Specialist with the Ozaukee County Planning and Park Department, to *Putting ArcGIS to Use Across Your Organization* training in St. Paul, Minnesota October 7th-9th, 2019.

ATTACHMENTS:

- TF_2019_NRC09162019_Lic&FeesToConf&Mtg_Planning&GISSpecialist_GISTraining_ATSFinal090919 (PDF)
- Agenda_GISTraining (PDF)
**Budget Amendment Request**

**Committee Approval Form**

**TO:** Finance Committee

**FROM:** Planning and Parks Department

**Date of Request:** 9/9/2019

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**Total Debits:** 2,950  **Total Credits:** 2,950

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**Reason for Request (Be Specific).** Also fill out Support Document for County Board.

This is a transfer of funds from License and Other Fees budget to Conference and Meetings budget to allow the Planning and GIS Specialist to attend a GIS Training in MN to learn about the County upgrade and conversion to ArcGIS Online. The License and Other Fees budget was largely to support ArcGIS licensing that will not be needed in 2019 as a function of this overall conversion.

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**Jennifer K. Rothstein**

Department Head Signature

**Signatures of Oversight Committee Members**

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**Signatures of Finance Committee Members**

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**Date Amended:**

**Budget Amended By:**
Putting ArcGIS® to Use Across Your Organization
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Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2019
DEPARTMENT: Register of Deeds
DIRECTOR: Ron Voigt
PREPARER: Ron Voigt

Agenda Summary
Transfer of Funds into the Land Information Conference and Meeting Budget Item to send Two Land Information Staff Members to "Putting ArcGIS to Use Across Your Organization" Training

BACKGROUND INFORMATION: Geographic Information System (GIS) software (ArcGIS) is used daily in the Land Information Office. From maintaining parcel and cadastral data as documents are recorded to creating site specific maps and databases for other County departments and local municipalities, it is essential staff stay up-to-date with the current technology, as well as understand innovative ways to display information utilizing ArcGIS to members of the public. In response to current efforts to understand what role the ArcGIS Online platform could have for the county, as well as provide support to staff in other applications of the software, the Ozaukee County Land Records Department has organized a training opportunity with Esri, the manufacturer of ArcGIS, for the GIS Coordinator and the GIS Technician, a staff member from the Planning and Parks Department, and two external regional partners that utilize ArcGIS in their daily work. The agenda for the multi-day training covers topics including creating web applications, analyzing data, and monitoring and collecting data in the field, and takes place October 7th to October 9th in St. Paul, Minnesota.

ANALYSIS: Professional development gained through attending this training will in turn provide support for all departments within Ozaukee County to obtain the goals and objectives of the 2019-2021 Land Records Modernization Plan. The cost is anticipated to be approximately $5,088 according to the following breakdown of cost:

- Registration: $3,900
- Hotel: $588 ($98/night)
- Food: $400 ($50/day)
- Travel: $200 (carpool with 4 other attendees)

FISCAL IMPACT:
Balance Current Year: Approximately $5,088    Next Year’s Estimated Cost: NONE

FUNDING SOURCE:
County Levy: Non-County Levy: X

Indicate source: Land Information Dept Budget - Transfer of Funds from Consulting Services to
RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the transfer of funds to the Conference and Meeting budget item to send the Land Information Coordinator and GIS Technician with the Ozaukee County Land Information Department, to *Putting ArcGIS to Use Across Your Organization* training in St. Paul, Minnesota October 7\textsuperscript{th}-9\textsuperscript{th}, 2019.

**ATTACHMENTS:**

- Budget Amendment Request Land Information (PDF)
Budget Amendment Request
Committee Approval Form

TO: Finance Committee
FROM: Land Information
Date of Request: 9/10/2019

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Cost Ctr & A/C Desc: Consulting Services

Reason for Request (Be Specific).

Land Information needs a transfer to Conference & Meetings account to cover the ESRI Instructore-led course in Minneapolis MN. Ozaukee County Land Records, with the approval of the Natural Resources Committee has decided to transition from a Consultant hosted GIS Website to the ArcGIS Online environment. By moving the County’s Public Access site to the ArcGIS Environment, it will be a cost savings of approx. $16,700 over a two year period. Training is a vital part of this process. ESRI Will provide an instructor-led course in Minneapolis. The Land Information Office Staff will learn how to create, develop and maintain applications, both internally and externally and avoid paying consultants to do what we can learn to do ourselves.

Jennifer Rothstein
Department Head Signature

Signature of Oversight Committee Members

Signature of Finance Committee Members

Budget Amended By:

Packet Pg. 14
RESOLUTION NO. (ID # 5823)

APPROVING A COOPERATIVE AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND OZAUKEE COUNTY FOR THE LITTLE MENOMONEE RIVER CORRIDOR ECOSYSTEM RESTORATION PROJECT WHICH INCLUDES OZAUKEE COUNTY ACCEPTANCE OF TITLE TO THE PROPERTY LOCATED AT 9104 MEQUON ROAD, MEQUON, WI (PARCEL ID 140201500100) FOR ADDITION TO THE OZAUKEE COUNTY PARK SYSTEM PER §§ 59.52(6)(A) AND 27.065(1)(A) OF THE WISCONSIN STATUTES AND GRANT OF A CONSERVATION EASEMENT TO THE DISTRICT PER § 700.40 OF THE WISCONSIN STATUTES

WHEREAS, the Milwaukee Metropolitan Sewerage District (the District) owns a publicly-accessible 56 acre parcel located along the Little Menomonee River corridor at 9104 Mequon Road, Mequon, WI 53097, Parcel ID 140201500100 (the Property) that was previously identified as a high priority for habitat restoration and is proposed for a large scale, comprehensive restoration along the Little Menomonee River corridor; and

WHEREAS, the adopted Park and Open Space Plan for Ozaukee County: 2035, recommends County acquisition of the Property, for protection of the natural resources and provision of native fish and wildlife habitat as well as providing passive recreational opportunities and the Project is further consistent with the County Board endorsed Regional Water Quality Management Plan Update and adopted Multi-Jurisdictional Comprehensive Plan for Ozaukee County; and

WHEREAS, the primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation management, native vegetation planting and restoration, and water quality monitoring; and

WHEREAS, the engineering and design plans for the project activities were developed to provide additional flood water storage on the existing project parcel, avoid increases in flood water elevations on adjacent private parcels during a wide range of flood events, and not cause any changes to the regulatory floodplain or flood elevation; and

WHEREAS, the County has secured significant federal, state, and local non-profit organization funding to fund project activities; and

WHEREAS, the District is requiring that Ozaukee County accept transfer of title to the Property from the District and grant the District a conservation easement on the Property as part of implementation of the Little Menomonee River Corridor Ecosystem Restoration Project consistent with restrictions on the Property previously imposed by a Wisconsin Department of Natural Resources Stewardship Grant and Management Contract; and

WHEREAS, the purpose of the Wisconsin Department of Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement is to recognize the
important natural, ecological, scenic, and recreational values as relatively natural habitat for plants and animals on the Property, to assure that these values will be protected in perpetuity, to protect, enhance and restore wildlife habitat and natural communities on the Property, to enhance opportunities for wildlife-based outdoor recreation, and to confine the use of Property to activities that are consistent with these objectives; and

WHEREAS, the Wisconsin Department Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement prevents the use or development of the Property that would conflict with the maintenance of the Property in its open space condition, prohibits the subdivision of the Property into smaller parcels, use of the Property for any commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture, any exploration or exploitation of mineral resources by subsurface or surface means, any use or activity that causes or is likely to cause soil degradation, erosion or significant pollution of any surface or subsurface waters, dumping or other disposal of refuse, debris, or noncompostable waste, placement of advertising signs or billboards, and the placement or construction of any mobile or permanent building, structure or other improvement, except for rustic fences on the exterior of the property, interpretive signage, rustic trails constructed out of pervious surfaces, observation platforms and boardwalks, and mowed areas, parking lots and other improvements intended for public recreational use of the Property, but limited to no more than One (1) acre of the Property; and

WHEREAS, the Intergovernmental Cooperative Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Ozaukee County (County), acting through its Ozaukee County Board Chairperson for the purpose of the Agreement is to codify responsibilities of both parties for the Little Menomonee Corridor Ecosystem Restoration Project.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors, that Ozaukee County Board Chairperson is authorized to finalize and execute the Intergovernmental Cooperative Agreement between the District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project.

FURTHER RESOLVED, Ozaukee County accept title of the property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) via quit claim deed as part of the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and grant a conservation easement to the District per 700.40 of the Wisconsin Statutes, contingent upon Ozaukee County Corporation Counsel review and approval of form and content of the conservation easement; and

FURTHER RESOLVED, that the Property will be managed within the Ozaukee County Park System as a Nature Preserve whereby only passive recreational uses will be allowed as further defined by the conservation easement, such as hiking, biking, hunting and wildlife viewing; and

FURTHER RESOLVED, that acceptance of the property shall include the conveyance of a Conservation Easement to the District to preserve the important natural, ecological, scenic, and recreational values as relatively natural habitat for plants and animals on the Property, to assure that these values will be protected and restored, and to confine the use of Property to activities that are consistent with these objectives.
Dated at Port Washington, Wisconsin, this 7th day of October 2019.

SUMMARY: Intergovernmental Cooperative Agreement between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project and Ozaukee County Acceptance of Title to the Property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and the conveyance of the District Conservation Easement.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE
AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2019
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary
Approving a Cooperative Agreement Between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project Which Includes Ozaukee County Acceptance of Title to the Property Located at 9104 Mequon Road, Mequon, WI (Parcel ID 140201500100) for Addition to the Ozaukee County Park System per §§ 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and Grant of a Conservation Easement to the District Per § 700.40 of the Wisconsin Statutes

BACKGROUND INFORMATION: The County has coordinated the Little Menomonee River (LMR) Corridor Ecosystem Restoration Project with the Milwaukee Metropolitan Sewerage District (District), the owner of the approximately 56 acre parcel located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) since 2017. Through these efforts the County secured significant federal, state, and local non-profit organization funding to fund project activities in excess of $800,000. These 10 grants have each individually been approved by the County Board beginning in 2017/2018. The grant approvals include $285,000 of funding to support the grant funded personnel in the Planning and Parks Department and over $500,000 in revenue for the County Highway Department for work in culvert replacement and other construction activities.

An Intergovernmental Cooperative Agreement (ICA) is required to codify County and MMSD roles and responsibilities, particularly for construction activities per the submitted and approved final engineering and design plans. The District is requiring that Ozaukee County accept transfer of title to the Property as well as grant a conservation easement on the Property as part of implementation of the Little Menomonee River Corridor Ecosystem Restoration Project and the title is restricted by a Wisconsin Department of Natural Resources Stewardship Grant and Management Contract. The ICA specifies this transfer of the approximately 56 acre parcel to Ozaukee County for addition to the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and conveyance of a conservation easement to MMSD.

1. The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation management, native vegetation planting and restoration, and water quality monitoring.

2. The engineering and design plans for the project activities were developed to provide additional flood water storage on the existing project parcel, avoid increases in flood water elevations on adjacent private parcels during a wide range of flood events, and not
cause any changes to the regulatory floodplain or flood elevation.

The project looks to remedy 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road in the City of Mequon in Ozaukee County was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (GIS Tools) to prioritize habitat improvement and restoration activities for maximum benefit. The MMSD-owned 56 acre parcel, was identified by the GIS Tool as a high priority for habitat restoration and is proposed for a large scale, comprehensive restoration along the Little Menomonee River corridor.

In addition, the adopted Park and Open Space Plan for Ozaukee County: 2035, recommends County acquisition of these lands along the Little Menomonee River corridor for protection of the natural resources and provision of native fish and wildlife habitat as well as providing passive outdoor recreational opportunities and the Project is further consistent with the County Board endorsed Regional Water Quality Management Plan Update and adopted Multi-Jurisdictional Comprehensive Plan for Ozaukee County.

ANALYSIS: Approval of the ICA, acceptance of the Property transfer and conveyance of the conservation easement will enable the Department to initiate the Little Menomonee River Corridor Ecosystem Restoration construction activities upon execution and issuance of required permits.

The Property will be managed within the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes as a Nature Preserve; whereby, only passive recreational uses will be allowed as further defined by the conservation easement, such as hiking, biking, hunting and wildlife viewing.

Maintenance on the property will consist of primarily mowing and maintain walking paths. This maintenance is anticipated to cost between $5,000 and $10,000 after the completion of the project in approximately 3 years.

Also, Ozaukee County acceptance of title of the property, located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System is contingent upon Ozaukee County accepting a conservation easement on the property. The easement prohibits traditional “park: amenities on the property like playground equipment, tennis courts and other permanent structures. Moreover, the wetland areas on the property will prohibit the construction of permanent structures.

The purpose of the Wisconsin Department of Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement is to recognize the important natural, ecological, scenic, and recreational values as relatively natural habitat for plants and animals on the Property, to assure that these values will be protected in perpetuity, to protect, enhance and restore wildlife habitat and natural communities on the Property, to enhance opportunities for wildlife-based outdoor recreation, and to confine the use of Property to activities that are consistent with these objectives.
The Wisconsin Department Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement prevents the use or development of the Property that would conflict with the maintenance of the Property in its open space condition, prohibits the subdivision of the Property into smaller parcels, use of the Property for any commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture, any exploration or exploitation of mineral resources by subsurface or surface means, any use or activity that causes or is likely to cause soil degradation, erosion or significant pollution of any surface or subsurface waters, dumping or other disposal of refuse, debris, or noncompostable waste, placement of advertising signs or billboards, and the placement or construction of any mobile or permanent building, structure or other improvement, except for rustic fences on the exterior of the property, interpretive signage, rustic trails constructed out of pervious surfaces, observation platforms and boardwalks, and mowed areas, parking lots and other improvements intended for public recreational use of the Property, but limited to no more than One (1) acre of the Property.

The ICA, property transfer, conservation easement and completion of the LMR project is consistent with on-going, federally funded Department programs and is consistent with the Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035, Park and Open Space Plan for Ozaukee County and the Ozaukee County Land and Water Resource Management Plan.

FISCAL IMPACT: Not approving the terms of the ICA would jeopardize the 10 grants already approved by the County Board including the $285,000 of funding to support the grant funded personnel in the Planning and Parks Department and over $500,000 in revenue for the County Highway Department for work in culvert replacement and other construction activities.

FUNDING SOURCE: Grant funding

RECOMMENDED MOTION: Approve and Recommend to the Ozaukee County Board of Supervisors the Resolution for the Intergovernmental Cooperative Agreement with MMSD for the Little Menomonee River (LMR) Corridor Ecosystem Restoration Project, acceptance of the title to Property, via quit claim deed, located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and the conveyance of the District Conservation Easement.

ATTACHMENTS:
- Intergovernmental Cooperative Agreement_MMSD_LMRProject_Final9.11.19 (PDF)
- Stewardship Grant Assignment CF to MMSD (PDF)
- Stewardship Grant to CF (PDF)
- Warranty Deed CF to MMSD (PDF)
- Warranty Deed Private to CF (PDF)
- Greenseams Transfer Easement Template to LUG with Stewie Funding (PDF)
Intergovernmental Cooperative Agreement
between the
Milwaukee Metropolitan Sewerage District
and
Ozaukee County
For the Little Menomonee River Corridor Ecosystem Restoration Project

1. Parties

This Intergovernmental Cooperative Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Ozaukee County (County), acting through its County Board Chairperson.

2. Purpose

The purpose of this Agreement is to codify responsibilities for the Little Menomonee Corridor Ecosystem Restoration Project.

3. Basis for this Agreement

(A) Portions of the Little Menomonee River and Little Menomonee Creek (LMR) are located in the City of Mequon in Ozaukee County.

(B) Approximately 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

(C) The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (Tool) to prioritize habitat improvement and restoration activities for maximum benefit. Tool outputs, coordination with the WDNR Area of Concern program, discussions with the Mequon Preservation Partners and discussions with local fish and wildlife experts identified that projects on degraded portions of the Little Menomonee River and Little Menomonee Creek in the City of Mequon would provide significant benefits for multiple aquatic and terrestrial species as well as water quality improvements.

(D) The District owns several publicly-accessible parcels along the LMR under the Greenseams® Program. Among these parcels, the property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) and shown in Exhibit B, was identified by the Tool as a high priority for restoration and is proposed for large scale, comprehensive restoration along the corridor. In addition, parcels 140291200500 and 140290900200 were also identified as high priorities for restoration and subsequent design and engineering. Finally, parcels 140301201400,
140321100200, 140321100300, 140210700600 were identified by the Tool for additional investigation.

(E) The County Planning and Parks Department will work with the District and multiple partners including the U.S. Fish and Wildlife Service, Wisconsin Wetlands Association, and the Southeastern Wisconsin Regional Planning Commission, and the Wisconsin Department of Natural Resources on project planning, engineering and design, and outreach activities in conjunction with the Ozaukee County Highway Department on construction and restoration activities to significantly reduce overall project costs.

(F) The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation control, native vegetation planting and restoration, and water quality monitoring.

(G) The project will be designed to integrate with the objectives of the MMSD Greenseams® Program, in that it will provide additional flood storage capacity in the upper Milwaukee River Basin. The project integrates stormwater quality management, flood management, ecological habitat connectivity, and targeted avian, mammalian, herptile, and fish habitat enhancement.

(H) The County has secured federal, state, and local non-profit organization funding to fund project activities.

4. Effective Dates

This Agreement becomes effective upon signing by both parties and terminates on upon completion of title transfer through quit claim deed.

5. County Responsibilities

The County will, for the District-owned parcel referenced above (unless otherwise noted):

(A) develop engineering and design plans in conjunction with the District and other partners;

(B) conduct education and outreach activities in conjunction with engineering and design plan development;

(C) secure applicable federal, state, and local permits and regulatory approvals with District authorization;

(D) assist in securing and managing federal, state, and local non-profit organization grants and comply with all grant related requirements for construction, restoration, and environmental monitoring activities;
(E) complete construction management activities, including private contractor selection through a public bidding process and or local force account (Ozaukee County Highway Department) coordination as it relates to the property located at 9104 Mequon Road, in accordance with 99% complete design plans dated June 20, 2019 (Attachment A), the Design Report dated June 20, 2019 (Attachment B), and the District and WDNR-approved hydraulic HECRAS model (Attachment C);

(F) notify the District in advance of construction and restoration work, a minimum of 48 hours prior to beginning construction, as it relates to the property located at 9104 Mequon Road;

(G) comply with all applicable federal, state, and local permit conditions, as it relates to the property located at 9104 Mequon Road;

(H) coordinate with the District on construction observation, as it relates to the property located at 9104 Mequon Road;

(I) conduct applicable grant-related environmental monitoring activities prior to and following construction and restoration activities;

(J) collect and store environmental monitoring data and share data with the District, as requested;

(K) maintain County-sponsored site improvements during site establishment, including but not limited to soil stabilization, establishing prairie and wetland plantings, native woody species, and invasive species control for a period of a minimum of 3 years after the vegetation is established and for a period of a minimum of 5 years after significant completion of construction activities;

(L) to the extent required by any applicable law or ordinance: address the control and abatement of invasive species, ensure that the project performance and water quality monitoring is addressed and ensure that the project does not compromise the river in perpetuity;

(M) accept a quitclaim deed of the subject Property, 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100), from the District and grant the District a conservation easement on the parcel.

6. District Responsibilities

District will:

(A) review and approve engineering and design plans;

(B) allow the County and its contractors to access the sites to complete inventory and data collection to complete engineering and design plans and environmental monitoring;

(C) allow the County and its contractors to access the 9104 Mequon Road site to construct the engineering and design plans;
(D) support County efforts to secure federal, state, and local non-profit organization grant funding to implement project activities.

(E) quitclaim the subject property, 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100), to the County and accept a conservation easement from the County on the Subject Property.

7. Modifying and Amending Agreement

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

8. Severability

If a court finds any part of this Agreement unenforceable, the remainder of this Agreement continues in effect provided that the essential purpose for this Agreement can still be accomplished.

9. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

10. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee or Ozaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for either Milwaukee or Ozaukee County.

11. Notices

A. The District will provide written notices to:

   Andrew T. Struck, Director
   Planning and Parks Department
   Ozaukee County
   121 West Main Street
   Port Washington, Wisconsin 53074
   astruck@co.ozaukee.wi.us
   262-238-8275

B. Ozaukee County will provide written notices to:

   Stephen McCarthy, Landscape Architect
12. Termination

This agreement will terminate at the end of the agreement period, unless an extension of the agreement is executed by both parties. To terminate this Agreement prior to the end of the agreement period, a Party shall provide 30 days prior written notice to the other Party. The notice shall indicate the effective date of termination and the reasons for termination.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

14. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party’s governing body to execute this Agreement.

15. Indemnification

The District and Ozaukee County will be liable for their own negligent acts, errors, and omissions.

16. Third Parties

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

Signatures on Next Page
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

Approved as to Form

By: _______________________________________
   _________________________________
   Kevin L.Shafer, P.E.
   Executive Director

Attorney for the District

Date: _________________________________

OZAUKEE COUNTY

Approved as to Form

By: _______________________________________
   _________________________________
   Lee Schlenvogt
   County Board Chairperson

   Rhonda Gordon
   Ozaukee County Corporation Counsel

Date: _________________________________

By: _________________________________
   Jason Dzwine
   County Administrator

Date: _________________________________
EXHIBIT B - Map of the Subject Property
ASSIGNMENT OF STEWARDSHIP GRANT AND MANAGEMENT CONTRACT

For valuable consideration, The Conservation Fund, a nonprofit corporation of the State of Maryland (the "FUND"), hereby assigns to the Milwaukee Metropolitan Sewerage District ("MMSD") all of the FUND's rights, interests, and obligations under a Stewardship Grant and Management Contract HA3-165 ("Stewardship Contract") entered into by the FUND and the Wisconsin Department of Natural Resources, recorded in the Office of the Register of Deeds for Ozaukee County as Document Number 0398228 on January 6, 2011. The property to which this Stewardship Contract applies is described in Exhibit A, which is made part of this assignment by reference (the "Stewardship Property").

Dated this 15th day of April, 2011.

The Conservation Fund

By: [Signature]

Printed Name: Jed R. O'Day

Vice President & Regional Counsel

STATE OF Maryland, ss.

County of Ozaukee, ss.

Personally came before me this 15th day of April, 2011, the above named Jed R. O'Day to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]

Amelia L. Matthews

Notary Public, State of Maryland

Printed Name of Notary Public

Packet Pg. 29
Dated this 4th day of May, 2011.

Milwaukee Metropolitan Sewerage District

By: Kevin L. Shafer, P.E.
Executive Director

Printed Name and Title

STATE OF WISCONSIN

Milwaukee COUNTY

Personally came before me this 4th day of May, 2011, the above named
Kevin L. Shafer, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Signature of Notary Public

Anna Kettlewell

Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) 7-8-2012

APPROVAL OF ASSIGNMENT

The State of Wisconsin Department of Natural Resources, Grantor in the Stewardship Contract referenced above, hereby approves the assignment of the FUND's rights, interests, and obligations in the Stewardship Contract to MMSD as set out above.

The Department's approval is contingent and effective upon the recording of this assignment in the Register of Deeds Office in Ozaukee, Wisconsin.

Dated this 7th day of April, 2011.

THE DEPARTMENT OF NATURAL RESOURCES

By: Mary Rose Yoder

Bureau Director
Bureau of Community Financial Assistance

STATE OF WISCONSIN

Dane COUNTY

Personally came before me this 7th day of April, 2011, the above named
Mary Rose Yoder, to me known to be the person who executed the foregoing instrument

Signature of Notary Public

Julie McCutchin

Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) 8-25-2013

DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Exhibit A - Legal Description
Stewardship Property

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Said Property is also described as:
Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows:
Beginning at the Southwest corner of said Lot 1, said corner being on the North right-of-way line of Mequon Road, S.T.H. “167”; thence North 1° 06’ 14” West, 1257.11 feet along the West line of the East half of the Southwest 1/4 of said Southeast 1/4 Section to the North line of the Southwest 1/4 of said Southeast 1/4 Section; thence North 87° 59’ 35” East, 1990.38 feet along said North line to the East line of said Southeast 1/4 Section; thence South 1° 10’ 37” East, 912.49 feet along said East line; thence South 87° 32’ 45” West, 10.00 feet; thence South 1° 10’ 37” East, 44.87 feet along the Westerly line of Swan Road; thence South 88° 00’ 15” West, 225.28 feet along the North line of Lot 2 of said Certified Survey Map No. 1155; thence South 1° 59’ 45” East, 300.00 feet along the West line of said Lot 2 to the North right-of-way line of Mequon Road, S.T.H. “167”; thence South 88° 00’ 15” West, 1821.21 feet along said North line to the point of beginning.
Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.
STATEWYARD GRANT AND
MANAGEMENT CONTRACT FOR
NON-PROFIT LAND ACQUISITION
Form 8700-304 (9/03)  Page 1

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707-7921

Sponsor:
The Conservation Fund

Project Title:
The Conservation Fund - Caughron Acquisition

Program Name:
Knowles-Nelson Stewardship Program
Habitat Areas

Grant Period: (Period during which grant funds will be encumbered and available for
payment to the Sponsor under this Stewardship Grant and Management Contract, hereinafter
referred to as the "Contract").

December 7, 2010 through June 30, 2013

Project Scope:
Fee simple acquisition of approximately 56.8 acres of property in Ozaukee
County, Wisconsin, which is described in the legal description attached
hereto as Exhibit A and made part of this Contract by reference (hereinafter
referred to as the "Stewardship Property").

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions
running with the Stewardship Property, and shall be effective limitations on the use of the Stewardship Property from the date
of recording of this Contract, and shall bind the parties hereto and their respective personal representatives, successors and
assigns, in perpetuity.

By acceptance of this Contract, the Sponsor, for itself and its successors and assigns, hereby covenants and agrees not to
convey, sell, lease, assign or mortgage the Stewardship Property or convert it to use inconsistent with this Contract without
the prior written approval of the Secretary of the Wisconsin Department of Natural Resources, its designee or successor.
The Sponsor further agrees that all rights, title and interests in and to the Stewardship Property shall vest in the State of
Wisconsin without necessity of reentry. If the Sponsor, its successors or assigns, violates any essential provision described in
paragraphs 1 or 2 of this contract.

Project Costs:
The following documents are hereby incorporated into and
made part of this Contract by reference:

<table>
<thead>
<tr>
<th>Project Costs</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of Grant Project</td>
<td>$300,050.00</td>
</tr>
<tr>
<td>Sponsor Share</td>
<td>$150,025.00</td>
</tr>
<tr>
<td>Department Share</td>
<td>$150,025.00</td>
</tr>
<tr>
<td>Grant Award</td>
<td>$150,025.00</td>
</tr>
</tbody>
</table>

1. Chapter NR 51, Wisconsin Administrative Code
2. Grant Application and Attachments
TERMS AND CONDITIONS OF THE CONTRACT

This Contract is entered into by and between the Sponsor and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Department"). In accordance with s. 23.086, Wis. Stats., for the purpose of awarding a Stewardship grant and establishing conditions of management for the Stewardship Property acquired with the grant funds.

The Department and Sponsor mutually agree to the following terms and conditions:

Essential Provisions:

1. If the Sponsor violates any of the following conditions of this Contract, which are identified as essential in Ch. NR 51.07(3), Wis. Adm. Code, pursuant to s. 23.086(5), Wis. Stats., and fails to correct the condition within six months after written notification to the Sponsor from the Department, all title, right and Interest in the Stewardship Property held by the Sponsor shall vest in the State of Wisconsin without the necessity of reentry or legal judgment:

   a. Conversion of the Stewardship Property to any use other than that specified in this Contract and the Land Management Plan without the prior written approval of the Department is prohibited.

   b. Sale or conveyance of the Stewardship Property, or any Interest in the Stewardship Property, to a third party without the prior written approval of the Department is prohibited. If the Department does approve a conveyance to a third party, all Stewardship conditions imposed by this Contract and the Land Management Plan shall remain with the Stewardship Property. Any transfer or sale of the Stewardship Property is free of any right, except for a qualified organization qualified for Stewardship grants, pursuant to s. 23.086 and 23.0855(1), Wis. Stats., to a local, state, or federal unit of government. Any subsequent owner shall execute an Assignment of Stewardship Grant and Management Contract, which states that it has received and reviewed this Contract and the Land Management Plan and shall abide by their provisions. Department approval of any transfer is not valid until the Assignment of Stewardship Grant and Management Contract has been signed by the Department and recorded in the Office of the Register of Deeds in the county where the Stewardship Property is located.

   c. The Sponsor shall not allow any leases, mortgages, permits or encumbrances of any kind on the Stewardship Property without the prior written approval of the Department. The Department may take actions necessary to avoid the placement of liens, judgments or encumbrances against the Stewardship Property.

   d. The Sponsor shall pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Stewardship Property by competent authority.

   e. The Sponsor shall at all times maintain its tax-exempt status and be a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code. The Sponsor shall notify the Department of any changes in, or challenges to, its tax-exempt status or to its mission of acquiring property for conservation purposes.

   f. The Stewardship Property may not be closed to the public unless approved in writing by the Department.

2. If the Sponsor dissolves or ceases to exist, all title, right and Interest held by the Sponsor in and to the Stewardship Property shall vest in the state, without the necessity of reentry, unless a transfer under paragraph 1.b. above is approved by the Department.

Grant and Financial Provisions:

3. In consideration of the covenants made by the Sponsor herein, the Department promises to obligate to the Sponsor the amount specified on Page 1 as the "Grant Award" and will tender to the Sponsor that portion of the obligation that is required to pay the Department's share of costs, based upon the Department providing up to 50 percent of eligible acquisition costs, as defined in NR 51.002(1), not to exceed the amount of cash needed to cover those costs. The Sponsor hereby promises to execute the project described herein in accordance with the conditions of this Contract and manage the Stewardship Property in accordance with the conditions of the Land Management Plan.

4. Failure by the Sponsor to comply with the terms of this Contract shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum cost any inbreach obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

5. If the Sponsor receives federal, local government or other state funding for acquisition of the Stewardship Property, either before or after this Contract is executed, the Sponsor shall notify the Department of this fact. The Sponsor agrees that
funds received from all government sources shall not exceed 100% of the amount of cash needed to cover eligible acquisition costs.

6. Grant payments may not be disbursed to the Sponsor until the following conditions have been met to the satisfaction of the Department:
   a. The value of the Stewardship Property has been certified by the Department according to Department valuation guidelines.
   b. The Department has approved an Environmental Inspection Report for the Stewardship Property.
   c. The Department has approved title Insurance or other evidence of marketable title for the Stewardship Property.
   d. The Department has approved a Land Management Plan for the Stewardship Property.
   e. The Sponsor has submitted a claim for payment supported by appropriate evidence of cost, which meets Department accounting standards.
   f. This Contract has been recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.
   g. A warranty deed has been executed and recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.

7. The Sponsor shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices for a period of four years after the final grant payment has been made. These records may be reviewed by state officials.

8. One-half of all receipts from the sale of any structures, improvements or personal property that was included in the appraisal for the Stewardship Property shall be reimbursed to the Department.

9. Income accruing to the Stewardship Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Stewardship Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11, Wis. Stats.

10. Reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.

11. The Sponsor shall keep the Stewardship Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Sponsor.

General Provisions:

12. The Sponsor agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling the terms of this Contract, including, but not limited to, general and special zoning, land use permit requirements, disabled access, environmental quality, and historical and archaeological preservation. In particular, the Sponsor agrees to comply with the provisions of s. 23.066, Wis. Stats., and Ch. NR 51, Wis. Adm. Code and with ss.32.18 to 32.27, Wis. Stats., and Ch. NR 202 relating to relocation. In the event there are any inconsistencies between the statutes and code and this Contract, the statutes and code shall govern.

13. If any provision of this Contract is determined by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.

14. This Contract, together with any referenced parts and attachments, constitutes the entire Contract, and any previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.

15. Any ambiguities in this Contract shall be construed in a manner that best effectuates the protection of the natural values of the Stewardship Property.

16. The Sponsor may rescind this Contract in writing at any time before expending grant funds. After the Sponsor has expended grant funds, this Contract and the Land Management Plan may be rescinded, modified, or amended only by mutual agreement in writing, except that time extensions of the "Grant Period" may be granted by the Department without the requirement of the Sponsor's signature.
17. This Contract shall be recorded by the Sponsor in the Office of the Register of Deeds in the County where the Stewardship Property is located, and the interests of the State under this Contract shall thereby be placed in the chain of title. The Department may re-record this Contract or any other document necessary to protect its rights under the Contract.

18. No portion of the Stewardship Property shall in the future be used to satisfy land area requirements for other property not subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been encumbered or extinguished by this Contract, and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.

19. The Department agrees that the Sponsor shall have sole control over the method, hours worked, time and manner of any performance under this Contract other than as specifically provided herein. The Department reserves the right to inspect the Stewardship Property for the purpose of ensuring that management is progressing in compliance with this Contract. The Department takes no responsibility for supervision or direction of the performance of this Contract by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

20. The Sponsor shall not discriminate against any person in the use and enjoyment of the Stewardship Property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force, or any other reserve component of the military forces of the United States or this state.

21. Except for claims or costs arising out of the acts or omissions of the Department, its officers, employees and agents, the Sponsor agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring directly or indirectly in connection with or in any way arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.

22. In certain cases described in this Contract, the Sponsor is required to obtain written approval from the Department prior to undertaking an action. Whenever such approval is required, the Sponsor shall notify the Department in writing. The request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit the Department to make an informed judgment as to its consistency with the terms and purpose of this Contract. The Department shall approve, conditionally approve, or deny the Sponsor's request in writing within sixty days (60) days of receipt of the written request. The Department may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal violates the purpose of this Contract and impairs the natural resource values of the Stewardship Property.

23. The Sponsor warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that it is a qualified tax exempt organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and that the persons executing this Contract are authorized to act on its behalf.

Land Management Plan:

24. Purpose. The Stewardship Property has important natural, ecological, scenic and recreational values as a relatively natural habitat for plants and animals. Pursuant to s. 23.002, Wis. Stats., the purpose of this Contract and the Land Management Plan is to assure that these values will be protected in perpetuity; to protect, enhance and restore wildlife habitat and natural communities on the Stewardship Property; to enhance opportunities for wildlife-based outdoor recreation; and to confine the use of the Stewardship Property to activities that are consistent with these objectives.

25. Management Responsibilities of the Sponsor. The Sponsor is responsible for operation of the Stewardship Property and for providing adequate management and maintenance in a manner consistent with the purpose described above and with the requirements and conditions of this Contract and the Land Management Plan.

26. Management Rights of the Department. The Department, its officers, employees and agents may enter the Stewardship Property in order to monitor compliance with this Contract and the Land Management Plan or carry out any management activity necessary to ensure the public's rights and safety.

If the Sponsor fails to fulfill its responsibilities under the terms of this Contract, the Department shall have the right, but not
27. Revisions. Changes or revisions to the Land Management Plan may be made with written agreement of the Sponsor and Department.

28. Land Management Conditions and Requirements. Any activity on or use of the Stewardship Property that is inconsistent with the purpose of the project as described in paragraph 24 is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Animals. There shall be no introduction of any wild animals onto the Stewardship Property without the prior written approval of the Department. There shall be no captive wild animal farm, bird hunting preserve, farm raised deer farm, wild fur farm or dog club training license, established or licensed on the Stewardship Property. The Sponsor shall not allow horses, cattle, or other livestock on the Stewardship Property for grazing or other purposes, except as permitted under Paragraph 29.

b. Dumping. There shall be no temporary or permanent storage or placement of trash, soil, gravel, ashes, treated sewage, manure piles, hazardous or toxic substances, abandoned vehicles or machinery, or any other unsightly or offensive materials on, under or in the Stewardship Property, except that brush or other plant material cut as the result of activities approved herein may be left on the Stewardship Property.

c. Mining, Surface Alteration and Manipulation of Water. There shall be no topographic changes, extraction of subsurface materials, alteration of the natural landscape, or manipulation of any waters or shorelines of the Stewardship Property by excavation, filling, dredging, draining, tilling, ditching or any other means, except as permitted in Paragraph 29.

d. Natural Materials. There shall be no damage, destruction or removal from the Stewardship Property of any natural features or natural materials, including, but not limited to, rocks, soil, minerals, dead wood and fossils, except as permitted in Paragraph 29.

e. Rights-of-Way. No right-of-way shall be granted across the Stewardship Property in conjunction with any industrial, commercial or residential use of other land not protected by this Contract, except as permitted in paragraph 29.

f. Soil Erosion. There shall be no use or activity that causes or is likely to cause significant soil erosion or significant pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements.

g. Spraying. Application of pesticides on the Stewardship Property is not allowed except as follows: (i) to control pests on an emergency basis when such control is necessary to protect public health, (ii) to control non-native or invasive species (iii) for habitat restoration purposes (iv) or for other purposes specifically described in Paragraph 29.

h. Structures, buildings and improvements. The placement or construction of any mobile or permanent building, structure or other improvement is prohibited, except as permitted below or in Paragraph 29.

1) Fences. The Sponsor may repair and maintain any existing fences on the Stewardship Property.

2) Signs and Interpretive Displays. The Sponsor may not erect, display or maintain any outdoor advertising structure, sign or billboard on the Stewardship Property; however, the Sponsor may erect signs and interpretive displays for the following purposes: to identify the property; to indicate that the Stewardship Property is under the protection of the Sponsor and to acknowledge the Stewardship Program; to commemorate or interpret the natural features or human history of the Stewardship Property; to regulate use, mark the boundaries or provide directions. The placement, size, number and design of signs or interpretive displays shall not diminish the scenic character of the Stewardship Property.

3) Roads and Parking Lots. Any existing roads on the Stewardship Property may be maintained, but shall not be widened or improved and no new roads shall be constructed or established, except as specifically permitted in Paragraph 29. A small parking lot, commensurate in size with the public use of the Stewardship Property, may be constructed.
4) Trails. The Sponsor may clear, construct and maintain trails for firebreaks, walking, cross-country skiing and other non-motorized recreational activities. Other trail restrictions may be included in paragraph 29 below.

1. Vegetation. There shall be no disturbances of any aquatic vegetation, fallen trees or other natural features in any shallow waters on or directly adjacent to the Stewardship Property, except as specifically permitted under Paragraph 29. Furthermore, there shall be no introduction, removal, damage, mowing, plowing, cutting, trimming or otherwise altering of any trees, shrubs, or other plants on the Stewardship Property, except as permitted in Paragraph 29 or as follows:
   
   1) to remove non-native and invasive vegetation
   2) to prevent or control Insects, disease, fire, personal injury or property damage
   3) to construct and maintain any roads, trails or other structures permitted herein
   4) to enhance wildlife habitat or restore and maintain native biological communities
   5) to construct firebreaks for prescribed burning,
   6) Collecting mushrooms, berries and nuts is permitted, provided that any collecting is carried out in a manner that maintains a sustainable growth and reproduction cycle for the plants.

j. Vehicles. There shall be no operation of any vehicle on the Stewardship Property, including, but not limited to, bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, cars and trucks, except as follows: (i) in emergency situations, (ii) for maintenance of the Stewardship Property and habitat and resource management activities, (iii) for disabled access on existing roads and trails that are normally vehicle-accessible, with a permit issued by the Sponsor, or (iv) as permitted in Paragraph 29.

29. Other Management Conditions:

a. The Sponsor shall acknowledge the state's assistance in acquiring ownership of the Stewardship Property, and provide notice of public access to the Stewardship Property, by placement of signs on the Stewardship Property that have been approved by the Department.

b. Trails shall be rustic in character and composed of pervious materials.

c. Fences. New fences may be constructed and maintained only on the perimeter of the Stewardship Property.
THE CONSERVATION FUND

Jodi R. O'Day
Vice President & Regional Counsel

STATE OF WISCONSIN

Personally came before me this 30th day of December, 2010, the above named Jodi R. O'Day, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Amelia L. Matthews
Notary Public, State of Wisconsin

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Mary Rose Taylor, Director
Bureau of Community Financial Assistance

Personally came before me this 20th day of December, 2010, the above named Mary Rose Taylor, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julie McCutchen
Notary Public, State of Wisconsin

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Exhibit A – Legal Description

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Said Property is also described as:
Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows:
Beginning at the Southwest corner of said Lot 1, said corner being on the North right-of-way line of Mequon Road, S.T.H. “167”; thence North 1° 06’ 14” West, 1257.11 feet along the West line of the East half of the Southwest 1/4 of said Southeast 1/4 Section to the North line of the Southwest 1/4 of said Southeast 1/4 Section; thence North 87° 59’ 35” East, 1990.38 feet along said North line to the East line of said Southeast 1/4 Section; thence South 1° 10’ 37” East, 912.49 feet along said East line; thence South 87° 32’ 45” West, 10.00 feet; thence South 1° 10’ 37” East, 44.87 feet along the Westerly line of Swan Road; thence South 88° 00’ 15” West, 225.28 feet along the North line of Lot 2 of said Certified Survey Map No. 1155; thence South 1° 59’ 45” East, 300.00 feet along the West line of said Lot 2 to the North right-of-way line of Mequon Road, S.T.H. “167”; thence South 88° 00’ 15” West, 1821.21 feet along said North line to the point of beginning.

Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.
SPECIAL WARRANTY DEED

This Deed, made between

THE CONSERVATION FUND,
A Non-Profit Corporation,

and

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,

Grantor,

and

GRANTEE,

Grantee,

Witnessesthat the said Grantor, for a valuable consideration,

conveys to Grantee,

the following described real estate in

Ozaukee

County,

State of Wisconsin:

See Legal Description on reverse.

The total Purchase Price is $290,420.00.

This conveyance is exempt from Transfer Fee per Wisconsin Statute §77.25(12).

This is not a homestead property.

(to) (to)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of
encumbrances arising by, through or under Grantor, except: municipal and zoning ordinances and agreements
entered under them, recorded easements for the distribution of utility and municipal services, recorded building
use restrictions and covenants and general taxes levied in the year of closing.

Dated this 12th day of May 2011

THE CONSERVATION FUND,
A NON-PROFIT CORPORATION

Jodi R. O'Day
Vice President & Regional Counsel

AUTHENTICATION

Jodi R. O'Day

ACNOWLEDGMENT

STATE OF MARYLAND
Anne Arundel COUNTY

Personally known to me this 12th day of May 2011, the above named

Jodi R. O'Day

an individual, to be the person who executed the foregoing

signature

Ameila L. Matthews

Form of Signature

Notary Public

Authorized by § 705.02, Wis. State.

This instrument was drafted by

Attorney Steven D. Schmudel

Signatures may be authenticated or acknowledged, both are not necessary.

http://vatanprofessionals.com

Packet Pg. 40
LEGAL DESCRIPTION

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Said parcel contains 2,432,615 square feet or 55.850 acres of land, more or less.

**********
WARRANTY DEED

This Deed, made between

JAMES G. CAUGHRON, also known as JAMES CAUGHRON,

and THE CONSERVATION FUND, A NON-PROFIT CORPORATION,

Grantor,

and Grantee,

Witnesseth, That the said Grantor, for a valuable consideration
conveys to Grantee
the following described real estate in Ozaukee County, State of Wisconsin:

See Legal Description on reverse.

This is not homestead property.

Together with all and singular hereditaments and appurtenances thereunto belonging;

Dated this 28th day of September 2010.

* * *

AUTHENTICATION

Signature(s) James C. Caughron,
also known as James Caughron
authenticated this 28th day of September 2010.

Steven D. Schmuki
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.08, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Attorney Steven D. Schmuki

ACKNOWLEDGMENT

STATE OF WISCONSIN COUNTY
Personally came before me this 28th day of September 2010, the above named
James C. Caughron a/k/a James Caughron
known to me to be the person who executed the foregoing instrument and acknowledge the same.

*Names of persons signing in any capacity should be typed or printed below their signatures.
LEGAL DESCRIPTION

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

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Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.

* * * * * * *
CONSERVATION EASEMENT  
(______ Acre ______ Property - Tax Key ______)

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

THIS GRANT OF CONSERVATION EASEMENT (the “Grant,” “Conservation Easement” or “Easement”) is made as of this ____ day of _____________, 201_, by and between the City _____ (the "Grantor") a municipal body corporate, and Milwaukee Metropolitan Sewerage District (the "Grantee"), a municipal body corporate.

WITNESSED, WHEREAS, Grantor is the owner in fee simple and the Grantor and Grantee have identified significant conservation values of certain real property in the ________________, Wisconsin, said property as described in Exhibit A (the “Property”) and as depicted on the surveys of the Property, copies of which are attached as Exhibit B (the “Survey”); and

WHEREAS, Grantor and Grantee have identified certain conservation values associated with the Property as more fully described on Exhibit C and in the Baseline Documentation Reports referred to below (the “Conservation Values”), and Grantor and Grantee recognize that the Conservation Values of the Property and the Property’s scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region as outlined in the Greenseams Program, adopted by the Commissioners of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property set forth in the Baseline Documentation Report for this Property, which is on file at the offices of the Grantee (the “Baseline Documentation Report”) which report is incorporated by this reference as if fully set forth herein, which consists
of reports, maps, photographs and other documentation of the Property at the time of this Conservation Easement, and is intended to serve as an objective (but not exclusive) information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of One and 00/100 Dollars ($1.00), the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property. This Conservation Easement is subject to the WDNR Stewardship Grant and Management Contract for Non-Profit Land Acquisition for Project No. __________, dated __________ (the “Grant Contract”) between TCF and WDNR, which was recorded in the Office of the Register of Deeds for ________ County, Wisconsin on ________as Document No. __________, said grant contract was later assigned (the “Assignment”) to MMSD __________ and recorded in the Office of the Register of Deeds for ________ County, Wisconsin on __________ as Document No. __________. The Grant Contract refers to the grant funding received for the fee simple acquisition of the Property by TCF. The Assignment refers to the WDNR approved transfer of ownership from TCF to the MMSD. Copies of the Grant Contract and Assignment are attached as Exhibit D. Both parties agree to waive the required approval by the WDNR of the fee simple transfer between MMSD and WDNR and also waive the assignment of the Stewardship Grant Agreement, since the WDNR is the administrator of the Stewardship Grant Contract.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values, and to the extent
hereafter provided prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition. The Property is included in a plan to prevent future flooding risks and to protect water quality and ecological resources of the region and therefore shall be used only for conservation and recreation as provided herein (the “Conservation Purposes”). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these conservation purposes.

2. **Prohibited Uses.** In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property.

C. The placement or construction of any structures or other improvements of any kind (including, without limitation, roads and parking lots) other than the following:

1. Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property, but limited to no more than One (1) acre of the Property.

2. Trails, which may be laid out and maintained in support of, permitted uses
of the Property.

(3) Interpretive signs, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.

(4) Maintenance, repair or replacement of existing permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or maintenance of sports fields or lawns) except as provided for in subparagraph C or as follows:

(1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.

(2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.

(3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.

(4) Maintenance of legal access to the Property.

(5) Nature observation, nature trails and hunting.

Notwithstanding the forgoing, Grantor may maintain the Property as unmanaged land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those
signs whose placement, number, and design do not significantly diminish the scenic character of the Property and signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, or to post the Property to control unauthorized entry or use.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraph D(3) and D(5) above.

J. The use of the Property for agricultural purposes, including grazing.

3. **Rights of the Grantee.** To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

   A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

   B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. **Notice and Approval.**

   5.1 **Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in this instrument, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Conservation Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.
5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled,
including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. In awarding attorney's fees and costs of suit under this paragraph, the Court should consider the nature and extent of the violation, the injury to the Property resulting from the violation, the amount of the fees and costs in relation to such injury or violation and the relative efforts of the parties to settle the matter without litigation.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor 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 Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.


7.1 Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance
with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 Remediation. If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 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 Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an 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.

7.4 Indemnification. Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless against damages, claims, losses, and liabilities, which may be imposed upon or incurred by Grantor, its successors and assigns, arising out of or in connection with Grantee’s use, ownership, and operation of the Property during Grantee's ownership of the Property prior to the effective date of this Conservation Easement, including, but not limited to, claims arising from the existence of any “Hazardous Materials” situated on the Property, and the exposure of persons to any such “Hazardous Materials” caused by Grantee’s use, ownership, or operation of the Property prior to the effective date of this Conservation Easement; provided, however, that this indemnification excludes damages, claims, losses, and liabilities arising under Wis. Stat. § 292.11 from the fact of Grantee’s ownership of the Property for any period of time. For the purposes of this Agreement, “Hazardous Materials” means any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of “hazardous substance,” “hazardous material,” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, et seq., or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations
adopted, published or promulgated pursuant to said laws.

7.5 **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (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 solely 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, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.4.

8. **Extinguishment and Condemnation.**

8.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction from and after such court ordered extinguishment. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 8.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of this Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the purchase price for this Conservation Easement, as set forth on Page 2 herein. Grantee agrees to provide Grantor with evidence of the amount claimed and
allowed. For the purposes of this Paragraph, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

8.3 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 **Application of Proceeds.** By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. **Assignment.** This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust
recorded subsequent to the recording of this instrument shall be automatically subordinate to the operation and effect of this Conservation Easement.

11. **Reversionary interest.** If the land ceases to be used as a natural undeveloped nature type of property supporting and upholding the “Conservation Purposes” described in Section 1, then grantor, its heirs and assigns, have the right to re-enter the premises and, upon exercise of such re-entry, all right, title and interest of grantee in the above-described premises shall cease and revert immediately to grantor, its heirs and assigns.”

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor’s compliance with any obligation of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee’s most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor’s expense, within sixty (60) days of receipt of Grantor’s written request therefor.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

   To Grantor:  
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

   To Grantee:  Milwaukee Metropolitan Sewerage District  
   Attn.: Delbert Dettmann, Real Estate Specialist  
   260 West Seeboth Street  
   Milwaukee, Wisconsin 53204

   or to such other address as either party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in the office of the Register of Deeds for ____________ County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

15. **General Provisions.**
15.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

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

15.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation 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.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

15.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

15.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
15.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

16. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the __________ County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

**TO HAVE AND HOLD** the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.
IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR____________________

By _________________________

Its___________________________

By_____________________________

Its____________________________

STATE OF WISCONSIN )

COUNTY OF _____________ ) ss

Executed this __ day of __________, 200_, pursuant to approval granted on the __ day of ___________, 200_, by the ________________ of the __________________

________________________________

Notary Public, ___________ County, Wisconsin

My commission expires:__________
ACCEPTANCE

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

_________________________ (Signature) ______________________ (Date)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

State of Wisconsin ) ss
Milwaukee County )

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the foregoing instrument on its behalf for the purpose aforesaid and by his authority as such official.

_________________________ (Signature, Notary Public, State of Wisconsin)

_________________________ (Print or Type Name, Notary Public, State of Wisconsin)

(Date Commission Expires)

Approved as to form by MMSD legal department:

This document was drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
EXHIBIT A
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

SURVEY OF THE PROPERTY
EXHIBIT C
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

CONSERVATION VALUES

This Conservation Easement was acquired as part of the Greenseams Program of the Grantee. The Greenseams Program protects natural resources, enhances air and water quality, complements structural stormwater management, and preserves open space along stream corridors, hydric soils, environmentally significant wooded areas and other identified lands at risk for development. This acquisition is pursuant to authorization from the Metropolitan Sewerage Commission to purchase properties that meet one or more of the following criteria:

- Properties at least five (5) acres in size, containing a medium- to mature-aged mix of native hardwoods that are:
  - adjacent to Greenseams Program sites, public properties and/or properties with environmental significance,
  - within a SEWRPC\(^1\) Environmental Corridor, or
  - within a SEWRPC Natural Area
- Properties containing critical floodplain areas that establish greenways by connecting exiting public open spaces or other sites identified by the Grantee’s Greenseams Program
- Undeveloped private properties that would preserve natural ponding areas able to continue holding water.
- Parcels adjacent to the existing waterways or near the floodplain.
- Parcels that have hydric soils which represent wetland features.

\(^1\) Southeastern Wisconsin Regional Planning Commission
EXHIBIT D
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

WISCONSIN DEPARTMENT OF NATURAL RESOURCES STEWARDSHIP GRANT
AND ASSIGNMENT