

*** Amended AGENDA**
Sauk County Board of Supervisors Meeting

Tuesday, June 20, 2006 @ 6:00 P.M.

West Square Building, 505 Broadway, Rm. #326, Baraboo, Wisconsin

• Meetings:

Special meeting of the **Finance Committee** at 4:50 p.m., in the Gallery of County Board Room #326A, to consider: 1.) Approval of County vouchers.

Sauk County Board of Supervisors: Board Development Session @ 5:00 p.m., in County Board Room #326. Refreshments beginning at 4:45 p.m., (box lunch).

- **Call to order, and certify compliance with Open Meeting Law.**
- **Roll call.**
- **Invocation and pledge of allegiance.**
- **Adoption of agenda.**
- **Approval of minutes of previous meeting.**
- **Scheduled appearances:**
 1. Karna Hanna, Executive Director, Sauk County Development Corporation: Sauk County Development Corporation annual report.
 2. Joe Van Berkel, County Conservationist, on behalf of the invasive species team: Present 3 awards for outstanding work controlling invasive species to Bob Tully, Friends of Devil's Lake; Gary Rubin, on behalf of The Nature Conservancy Baraboo Hills Stewardship Volunteers; and Steve Koenig, Sauk County Parks Director. The award recognizes people during Invasive Species Awareness Month.
- **Public comment.**
- **Communications:**
- **Bills & referrals.**
- **Claims.**
- **Appointments:**

Re-appointments to Board of Adjustment, 3 year terms to expire June 30, 2009:
Bruce Duckworth, Township of Ironton; and Bob Roloff, Township of La Valle.

• Consent Agenda Resolutions & Ordinances:

PAGE # COMMISSION ON AGING:

n/a Resolution No. 60-06 Recognizing Governor's Proclamation Of June, *2006 As Wisconsin Benefit Specialist Month. (copy not available)

HEALTH CARE CENTER COMMITTEE:

5 Resolution No. 61-06 Commending Elizabeth Miller For Ten Years of Faithful Service To The People of Sauk County.

6 Resolution No. 62-06 Commending Mary Kathleen Horkan For Thirty-Six Years of Faithful Service To The People of Sauk County.

7 Resolution No. 63-06 Commending Mary Hasse For Thirty-Three Years of Faithful Service To The People of Sauk County.

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- **Reports** (informational only, no action required):
 1. County Clerk - Report of Re-Zoning petitions received, per Wisconsin State Statutes 59.69(5)(e)1:
 - ♦ **Petition 12-06** Rezoning request from Agriculture to Recreational Commercial, in the Township of Dellona. Filed by Vernagene R. Sawyer & Cheri M. Hitchcock. **(pages 8 - 13)**
 - ♦ **Petition 13-06** Rezoning request from Recreational-Commercial to Single Family Residential, in the Township of Winfield. Filed by James Hutchison. **(pages 14 - 19)**
 2. Carl R. Gruber, Sauk County Safety/Risk Manager: Transportation Committee discussion on the driving simulator.
 3. Supervisor Paul Endres: update on Continuum of Care Committee.
 4. Supervisor Art Carlson: update on Courthouse Centennial Committee.
 5. Todd Liebman, Corporation Counsel: Parliamentary procedure.
 6. Kerry Beghin, CPA, Controller: County Board and Committee payment process.
 7. Judith Ashford, Sauk County Board Vice-Chairwoman: Executive & Legislative Committee update.
 8. Marty Krueger, Sauk County Board Chairman: Chairperson's report.
 9. Kathryn Schauf, Interim Administrative Coordinator: County updates.

- **Resolutions & Ordinances:**

Page # COMMUNICATIONS INFRASTRUCTURE COMMITTEE:

20 & 21 Resolution No. 64-06 Authorizing Contract With Sabre Communications To Purchase And Engineer A 250 Foot Sabre Model S3TL Self Supporting Tower To Be Placed On County Property In The Township Of Spring Green.

22 - 24 Resolution No. 65-06 Authorizing Contract With Joe Daniels Constructions Co., Inc. To Install The Foundation And Erect The Sabre 250 Foot Self Supporting Tower And Contract With Hill's Wiring Inc. To Install The Grounding And Electrical At The Spring Green Tower Site On County Property In The Township of Spring Green.

EXECUTIVE & LEGISLATIVE COMMITTEE & FINANCE COMMITTEE:

25 Resolution No. 66-06 Rescinding So Much of Resolution 149-05, Approving Mandatory Direct Deposit For County Board and Committee Members, Making Direct Deposit Voluntary.

LAW ENFORCEMENT & JUDICIARY COMMITTEE:

26 & 27 Resolution No. 67-06 Authorization To Purchase Replacement Boat, Boat Trailer And Motor.

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**LAW ENFORCEMENT & JUDICIARY COMMITTEE AND
MANAGEMENT INFORMATION SYSTEMS COMMITTEE:**

28 - 30 Resolution No. 68-06 Authorization To Accept A Grant From State Of Wisconsin Office Of Justice Assistance For A Wisconsin Justice Information Sharing Program (WIJIS).

**MANAGEMENT INFORMATION SYSTEMS COMMITTEE and
PLANNING, ZONING, & LAND RECORDS COMMITTEE:**

31 & 32 Resolution No. 69-06 Authorizing the Purchase of a Large Format Scanner/Printer.

PLANNING, ZONING, & LAND RECORDS COMMITTEE:

33 - 38 Ordinance No. 70-06 Approving Rezoning Of Lands In The Town Of Dellona From An Agricultural To A Single Family Residential Zoning District Filed Upon David Guess, Property Owner, (Petition 11-06).

39 - 45 Ordinance No. 71-06 Approving Rezoning Of Lands In The Town Of Honey Creek From An Exclusive Agricultural To A Single Family Residential Zoning District Filed Upon Donald Zick, Property Owner, (Petition 13-04).

46 Resolution No. 72-06 Approving An Amendment To The Town Of Delton Planning And Zoning Ordinance To Rezone Certain Lands From A Single Family Residential To A Commercial Zoning District As Filed By The Ho-Chunk Nation.

47 & 48 Resolution No. 73-06 Approving An Amendment To The Town Of Delton Planning And Zoning Ordinance To Reflect Provisions For Public Airports And Related Facilities.

PROPERTY & INSURANCE COMMITTEE:

49 Resolution No. 74-06 Authorizing The Sale Of Lot 33, Block 17, Dellwood Subdivision To Aaron J. Nist.

PUBLIC HEALTH BOARD & FINANCE COMMITTEE:

50 Resolution No. 75-06 Authorizing The Public Health Department To Accept The Donation Of The St. Clare Foundation.

TRANSPORTATION & PARKS COMMITTEE:

51 & 52 Resolution No. 76-06 Request To Accept Proposal For Two (2) 60,000 GVW Tandem Axel Trucks From Capital City International, Madison, Wisconsin.

***BARABOO RANGE COMMISSION and PLANNING, ZONING, &
LAND RECORDS COMMITTEE:**

*53 - 66 Resolution Approving Purchase Of Development Rights Agreement For The David K. Lundgren and Debra J. Lundgren Property Pursuant To The Sauk County Baraboo Range Protection Plan.

*** Amended AGENDA**
Sauk County Board of Supervisors Meeting

- Consideration of action to change the regular July meeting to July 25, 2006, (requires approval by two-thirds of the members present).
- Adjournment to a date certain.

Respectfully submitted,



Marty Krueger
County Board Chairman

- ✓ **Reminder to County Board members:** July 18th is the deadline to register with County Clerk for attendance at the WCA Convention in La Crosse on September 17 - 19, 2006.
- ✓ **Reminder to County Board members:** Stop in the County Clerk's Office prior to each Board meeting to sign original resolutions/ordinances approved by committees to be brought to the full County Board.

Any person who has a qualifying disability that requires the meeting or materials at the meeting to be in an accessible location or format should contact Sauk County at 608.355.3269, or TTY at 608.355.3490, between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, exclusive of legal holidays, at least 48 hours in advance of the meeting so that reasonable arrangements can be made to accommodate each request.

www.co.sauk.wi.us

RESOLUTION NO. 77-06

**APPROVING PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT
FOR THE DAVID K. LUNDGREN and DEBRA J. LUNDGREN PROPERTY
PURSUANT TO THE SAUK COUNTY BARABOO RANGE PROTECTION PLAN**

WHEREAS, by Resolution No. 36-99, the Honorable Sauk County Board of Supervisors approved the Memorandum of Agreement between the United States' Government, the State of Wisconsin, Dane County, Sauk County and sundry other entities regarding the improvements of U.S. Highway 12 and the long term protection of the Baraboo Range; and,

WHEREAS, by Resolution No. 74-99, the Honorable Sauk County Board of Supervisors approved the Implementation Agreement between the State of Wisconsin and Sauk County regarding the administration of the WisDOT Baraboo Range National Natural Landmark Protection Fund and the creation of the Sauk County Baraboo Range Protection Plan; and,

WHEREAS, by Resolution No. 119-99, the Honorable Sauk County Board of Supervisors approved the Sauk County Baraboo Range Protection Plan, with said plan calling for the creation of the Baraboo Range Commission to oversee the program and the protection fund; and,

WHEREAS, the Honorable Sauk County Board of Supervisors confirmed the appointment of the nine-member Baraboo Range Commission; and,

WHEREAS, the Baraboo Range Commission, at its April 26,2006 meeting, approved a motion to offer fair market value, **\$70,000.00** as determined by a professional appraisal, for the purchase of the development rights for said property, covering 40 acres at a cost of \$1,750.00/acre; and,

WHEREAS, the Baraboo Range Commission believes this offer to purchase agreement is in the best interest of Sauk County and implements the Baraboo Range Protection Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Sauk County Board of Supervisors, met in regular session, that said purchase agreement attached hereto as an appendix is hereby Approved.

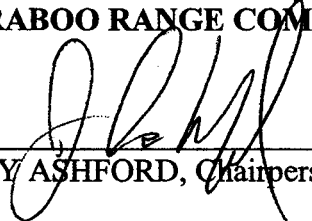
RESOLUTION NO. 77-06

Page 2

For consideration by the Sauk County Board of Supervisors on June 20, 2006.

Respectfully submitted,

BARABOO RANGE COMMISSION



JUDY ASHFORD, Chairperson

WILLIAM BEARD

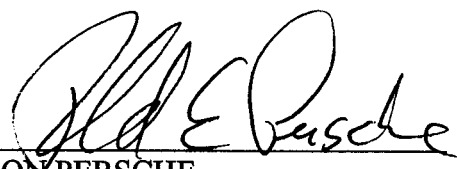


FORREST HARTMANN

GARY KOWALKE




ROMAN STATZ



RON PERSCHE



DEAN STEINHORST




TERRY TURNQUIST

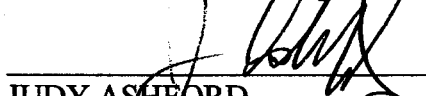


MARCUS WEIZEL

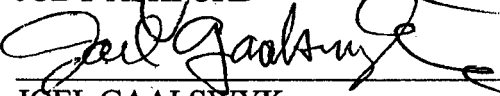
PLANNING, ZONING AND LAND RECORDS COMMITTEE



LESTER WIESE, Chairperson



JUDY ASHFORD



JOEL GAALSWYK

GERALD LEHMAN



HALSEY STRECHER

Fiscal Note: Said purchase utilizes the Baraboo Range Protection Fund #27999691-582700.

Cdb

**BARABOO RANGE PROTECTION PROGRAM
OPTION FOR THE PURCHASE
OF DEVELOPMENT RIGHTS**

Recorded
MAY 25, 2006 AT 03:00PM

Handwritten signature

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, the receipt and adequacy of which is hereby acknowledged, David K. Lundgren and Debra J. Lundgren (the Sellers) hereby grant to SAUK COUNTY, a political subdivision of the State of Wisconsin, and its successors and assigns, the exclusive right and option to purchase the development rights in the form of a Conservation Easement to lands located in Sauk County, Wisconsin, and more particularly described on Exhibit "A" attached to this Option ("the Property") under the following terms and conditions:

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$27.00

Handwritten initials

Recording Area

Name and Return Address:

Dave Tremble
Sauk Co. Planning & Zoning
505 Broadway
Baraboo, WI 53913

Parcel Identification Number

- Option Period. This Option shall remain in effect for a period of six (6) months after the date of this Agreement. Exercise of this Option shall be considered timely if written notice is mailed on or before the expiration date.
- Purchase Price. The total purchase price for the Conservation Easement shall be in the amount of Seventy thousand and 0/100 (\$70,000.00) Dollars. Said amount shall be paid to the Seller at closing.
- Closing. The closing of this Option shall be within thirty (30) days from the exercise of this Option.
- Evidence of Title. Upon exercise of this Option, Sauk County will obtain a preliminary title insurance commitment on the Property. The commitment shall evidence the Seller's merchantable title in a form acceptable to Sauk County. The cost of the title insurance commitment and the final policy to be issued at Closing shall be paid by Seller at Closing.

Document Number

5. Purpose of Conservation Easement. After the exercise and Closing of this Option, Seller shall confine use of the real estate described herein to activities consistent with the requirements of a Conservation Easement Exhibit "B" attached hereto and made a part hereof, and in recognition of the following checked natural features of the land:

- (x) Significant natural habitat in which fish, wildlife, plants or a similar ecosystem thrive in a natural state.
- (x) Habitat for rare, threatened or endangered species of animals, fish or plants.
- (x) Natural areas which represent high quality examples of terrestrial or aquatic communities.
- (x) A natural area which contributes to the ecological viability of a local or state park, nature preserve,

wildlife refuge, wilderness area or other similar conservation area.

- (x) A scenic landscape and natural character which would be impaired by a modification of the Property.
- (x) A scenic panorama visible to the public from publicly accessible sites which would be adversely affected

by modifications of the natural habitat.

- (x) Sustainable habitat for biodiverse vegetation, birds, fish and terrestrial animals.
- (x) Proximity to conserved properties which similarly preserve the existing habitat.

6. Documents for Closing. The Seller and Sauk County shall execute a Conservation Easement in the form set forth in Exhibit "B".

7. Right of Entry and Inspection. Sauk County and its agents shall have the right to enter upon the Property at reasonable times for surveying, appraising, conducting an environmental inspection and assessment, and other reasonable purposes related to this transaction.

8. Remedies. In addition to any other remedy specifically set forth in this Option, Sauk County has the right to enforce the provisions of this Option through an action for specific performance, injunctive relief, damages, contribution or any other available proceedings in law or equity. The election of any one remedy available under this Option shall not constitute a waiver of other available remedies.

9. Binding Effect. This Option becomes effective when last signed by all of the Sellers and shall then apply to and bind each of the Sellers and their heirs, personal representatives, successors and assigns.

000309
Sauk County Baraboo Range Protection Program
Option to Purchase Development Rights
Exhibit A
Property Description

Description of Property belonging to David K. Lundgren and Debra J. Lundgren
Town of Honey Creek, Sauk County, Wisconsin.

Entire Ownership:

Town 10 North, Range 5 East, Sauk County, Wisconsin:

The Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 11.

Property Proposed for the Imposition of the Conservation Easement:

Entire property.

S:\planning\dave\brpp\process components\option and closing\exhibit A legal description
S:\planning\dave\brpp\ projects\br2005-05\ Exhibit A Legal Description

000310

Document Number

Sauk County Baraboo Range Protection Program CONSERVATION EASEMENT

THIS EASEMENT is entered into between _____, Grantor, and Sauk County, a political subdivision of the State of Wisconsin, Grantee, and the State of Wisconsin, non-signatory, additional Grantee.

WHEREAS, the Grantor is the owner of fee simple title of certain real estate, and the Grantee desires to obtain a conservation easement on said real estate for the purposes delineated below;

NOW, THEREFORE, for and in consideration of the sum of one dollar and other good and valuable consideration, and the mutual terms and conditions hereinafter contained, Grantor conveys to Grantee, its successors and assigns, a conservation easement on the following described real estate, situated in the County of Sauk, State of Wisconsin, to wit:

[LEGAL DESCRIPTION]

Recording Area

Name and Return Address:

This [is] [is not] homestead property.

Parcel Identification Number

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

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

PURPOSE OF THIS CONSERVATION EASEMENT:

A. The Grantor is fee simple title owner of the Property, and is committed to preserving the Conservation Values of the Property. This Conservation Easement assures that the Property will be perpetually preserved in its predominantly natural, scenic, historic, agricultural, forested, and/or open space condition. Specifically, this Conservation Easement will serve to protect the wetlands, woodlands and/or open spaces identified in the Baseline Documentation Report. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Conservation Easement, is expressly prohibited. The Grantor agrees to confine use of the Property to activities consistent with the purposes of this easement and preservation of the Conservation Values.

B. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Grantor and the Grantee. This "Baseline Documentation Report" consists of maps, a depiction of all existing man-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and/or photographs. The parties acknowledge that this Baseline Documentation is an accurate representation of the Property at the time of this transaction.

THE PARTIES AGREE TO THE FOLLOWING TERMS OF THIS CONSERVATION EASEMENT:

1. **PROHIBITED ACTIONS.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values is expressly prohibited. By way of example, the following activities and uses are explicitly prohibited:

a. **Commercial Activities.** Commercial or industrial activity is prohibited, including use by easement or other right of access or passage across or upon the property in conjunction with commercial activity, except that the property may be used for: 1) Forestry purposes approved by the Grantee conducted pursuant to a timber management plan approved by the Grantee; 2) Non-forested portions of the property may be used for agricultural purposes, provided that agricultural management is conducted pursuant to a soil and water conservation plan (farm plan) approved by the Sauk County Land Conservation Committee; and, 3) the sale of agricultural and forest products grown on the property so long as the products are produced pursuant to plan approved by the Grantee.

b. **Construction.** The construction and placement of any man-made modification such as buildings, structures requiring a county land use permit, roads and parking lots in the eased area is prohibited, except as expressly permitted in this Conservation Easement.

c. **Cutting Vegetation.** The Grantor shall not conduct timber harvesting unless is conducted in accordance with a timber management program approved by the Grantee. Prior to removing, destroying, cutting or trimming any trees, or the application of any pesticides within forested portions of the property, the Grantor shall have obtained the permission of the Grantee either expressly or through the approved timber management program. Downed and dead standing timber may be removed for firewood.

d. **Land Surface Alteration.** Any topographic changes, extraction of subsurface materials, mining, construction or widening of roads or driveways, construction of any trails wider than six feet, or alteration of the natural landscape or waters of the property by excavation, filling, drainage, tilling, ditching, or any other means is prohibited. Certain alterations may occur if expressly authorized in an approved timber management program or soil and water conservation plan approved by the Grantee.

e. **Dumping.** Dumping or placement upon the property of ashes, trash, garbage, sewage, sawdust, trees, brush, manure (except pursuant to an approved farm plan), discarded or salvageable materials including junk cars or any solid waste material defined in Wis. Stats. § 144.01(15) or any unsightly, offensive or hazardous materials is prohibited.

f. **Water Courses and Wetlands.** Natural water courses, lake shores, wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring shall not be drained or otherwise altered including draining, tiling, ditching, filling in with earth or other material, or burning any areas covered by marsh vegetation except where approved by a soil and water conservation plan approved by the Grantee. The natural flow of surface or underground waters shall not be disturbed except a minor alteration approved by a soil and water conservation plan approved by the Grantee. Existing tiles draining lands outside the property may be maintained or replaced by the Grantor.

g. **Signs and Billboards.** Advertising Signs and Billboards are prohibited except for one sign not larger than four feet square advertising the sale or lease of the property. The following signs are permitted provided they do not exceed signs customarily used in the area for the intended purpose:

- the name and address of the Property.
- the owner's name.
- the area protected by this Conservation Easement.
- prohibition of any unauthorized entry or use.
- an advertisement for the sale or rent of the Property.

h. **Grazing in Forested Lands.** Grantor shall not allow horses, cattle, or other livestock access to forested lands, erodible slopes, streams, rivers or wetlands for any purpose except that occasional, noncommercial, recreational horseback rides within forested areas are permitted.

i. **Vehicle use.** Vehicle use on the property may be limited by the Grantee, in the Grantee's sole discretion.

j. **Division.** Any division or subdivision of the Property is prohibited without the advance written approval of the Grantees.

2. **RIGHTS OF THE GRANTEE.** The Grantor confers the following rights upon the Grantee to perpetually maintain the Conservation Values of the Property:

a. **Right to Enter.** The Grantee has the right to enter the Property at reasonable times to monitor or to enforce compliance with this Conservation Easement. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet

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enjoyment of the Property. The Grantee has no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

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

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

d. Signs. The Grantee has the right to place signs on the Property which identify the land as being protected by this Conservation Easement.

3. PERMITTED USES. The Grantor retains all ownership rights which are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

a. Right to Convey. The Grantor retains the right to sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder will be bound by terms and conditions of this Conservation Easement.

b. Right to Maintain and Replace Existing Structures. The Grantor retains the right to maintain, renovate and replace the existing structure(s) as noted in the Baseline Documentation Report in substantially the same location and the same or smaller size. Any renovation or replacement may not substantially alter the character or function of the structure.

c. Maintenance and Agricultural Use. The Grantor may, where consistent with the soil and water conservation plan (farm plan) specified in 1(b)2) above, cut lawns, cut weeds, engage in agricultural cropping practices, and manage native prairies on any portions of the property that are not forested. Grantor may pasture or graze animals outside forested areas if expressly approved in writing by the Grantee and where consistent with the soil and water conservation plan (farm plan) specified in 1(b)2).

d. Hunting. Nothing contained herein shall be construed as limiting the right of the Grantor to use the property for personal hunting and fishing in accordance with applicable laws and regulations.

e. Other Uses. The Grantor may use the property insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.

f. Right to Engage in Ecological Restoration. The Grantor has the right to engage in activities that restore the biological and ecological integrity of the Property as part of a restoration plan approved by the Grantee. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

4. GRANTEE'S REMEDIES. This section addresses cumulative remedies of the Grantee or other eligible participant and limitations on these remedies. Any and all remedies available to the Grantee are also available to any eligible participant identified in the Memorandum of Agreement Concerning U.S. Highway 12 and the Baraboo Range Protection Plan. The Grantee and any eligible participant may enforce this easement jointly or severally on their own behalf and in their own name.

a. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Conservation Easement.

b. Notice and Demand. If the Grantee determines that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.

c. Failure to Act. If the Grantor continues violating this Conservation Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Conservation Easement, then the Grantor also agrees to reimburse all reasonable costs and attorney fees incurred by the Grantee compelling such compliance.

d. Grantor's Absence. If the Grantee determines that this Conservation Easement is, or is expected to be, violated, the Grantee will make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and

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if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without awaiting the Grantor's opportunity to cure. The Grantor agrees to reimburse all costs associated with this effort.

e. Actual or Threatened Noncompliance. Grantor acknowledges that actual or threatened events of noncompliance under this Conservation Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement.

f. Cumulative Remedies. The preceding remedies of the Grantee are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement.

5. OWNERSHIP COSTS AND LIABILITIES. In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. The Grantee and its trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any property on the Property or otherwise. The Grantor agrees to defend the Grantee against such claims and to indemnify the Grantee against all costs and liabilities relating to such claims during the tenure of the Grantor's ownership of the Property. The Grantor is responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

6. TERMINATION. This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Grantee will then be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the property at the effective date of this Conservation Easement. If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws and in proportion to the Grantee's interest in the property at the effective date of this Conservation Easement.

7. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property.

8. NOTICES. For purposes of this agreement, notices may be provided to either party, by personal delivery or by mailing a written notice. Notice to Grantor shall be sufficient if sent to the name and address shown on the current real estate tax records. Notice to Grantee shall be addressed to the Sauk County Clerk. Service will be complete upon depositing the properly addressed notice with the U.S. Postal Service with sufficient postage.

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

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

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

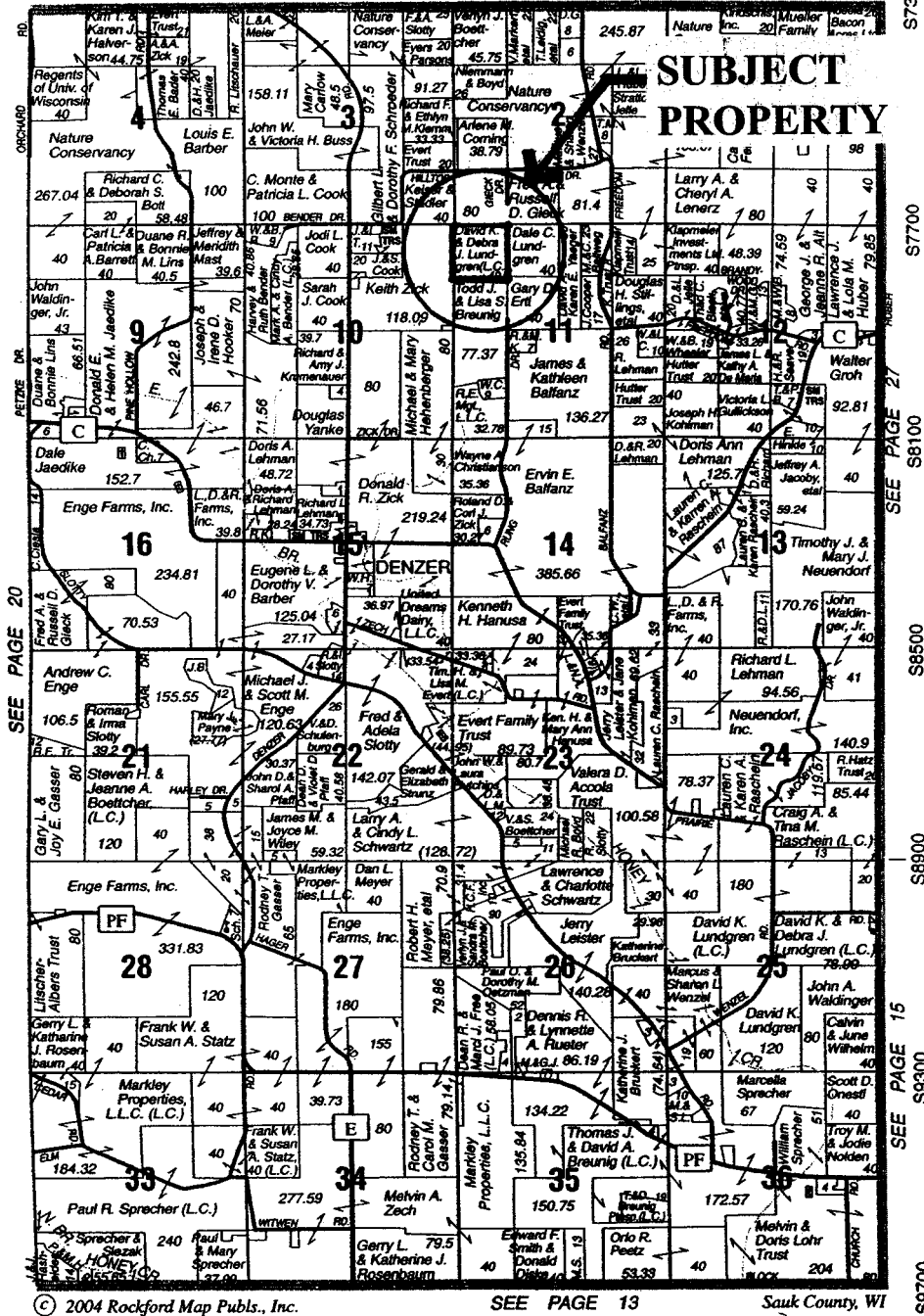
12. WISCONSIN LAW. This Conservation Easement will be construed in accordance with Wisconsin Law.

13. ENTIRE AGREEMENT. This Conservation Easement, together with the Baseline Documentation Report, sets forth the entire agreement of the parties and supersedes all prior discussions and understandings.

14. STATE OF WISCONSIN AS ADDITIONAL GRANTEE. The State of Wisconsin is an additional Grantee under this Agreement, and has all the rights and privileges of the Grantee. Sauk County is expressly authorized to accept this Agreement on behalf of the State of Wisconsin, and the acceptance of this Agreement by the State of Wisconsin is evidenced by the signature of Sauk County's agent below.

Dated this _____ day of _____, 200_____.

s:\counsel\63\brnn\63conesmt0doc
s:\planning\dave\brpp\process components\conservation easemnt r1



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E8500

E8900

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E9700

Merrimac Mutual Insurance Company

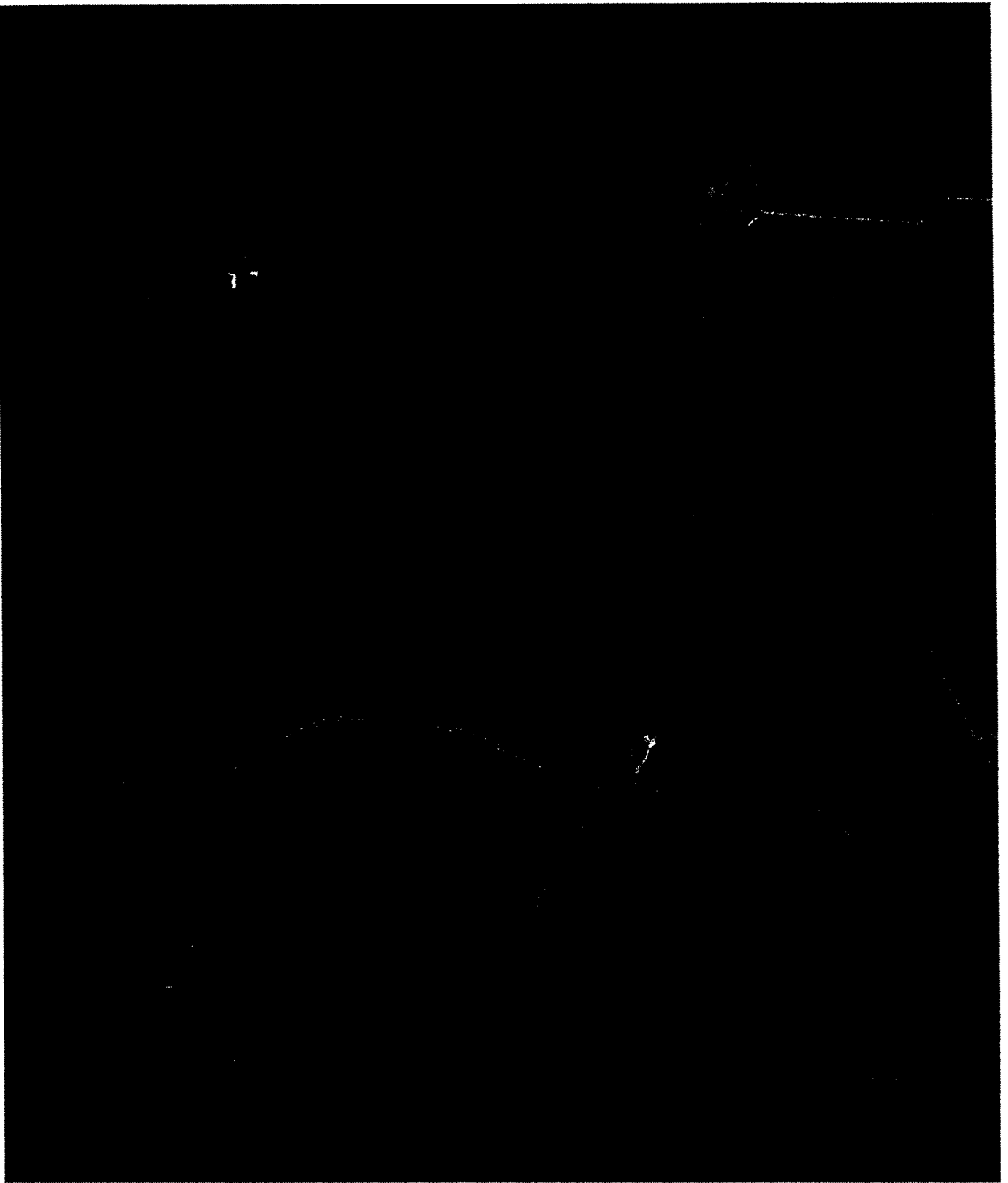
PLAIN, WISCONSIN 53577 — PHONE: 544-2691

SINCE 1873

Over 125 Years of Service in Columbia, Dane, Sauk & Iowa Counties

PROPERTY & LIABILITY COVERAGE • AUTO - FARM OWNERS - HOMEOWNERS - RENTERS


Verlyn Zins, President - Carl Graf, Vice President - Alan Albers, Secretary
Timothy Colby, Treasurer - Lawrence Huber, Director - William Been, Director



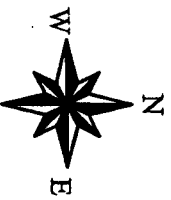
David K. and Debra J. Lundgren
E9844 Block Road
Prairie du Sac, WI 53578

T.10N.-- R.5E., Section 11
Town of Honey Creek
Sauk County, WI

LEGEND

 David and Debra Lundgren
Property

 Adjacent Properties under
Consideration for Conservation
Easement Protection



BRPP

APPRAISAL SUMMARY

BRPP Application No.: BR2005-05
BRPP Rep: Dave Tremble
Phone: 608-355-3285 Ext. 3435

Landowner: David K. and Debra J. Lundgren

Location of Property: Hilltop Road
Town of Honey Creek

Size of Property: 40 ac.

Size of Protected Property: 40 ac.

Rights Appraised: Conservation Easement

Appraiser: Julie Hankes

Review Appraiser: Rod Bush

Appraisal Method: Market Data

Before Value	After Value	Easement Value
Land: \$154,000.00	\$84,000.00	\$70,000.00
Improvements: 0	\$0.00	0
Easement Value/acre: \$1,750.00	Percentage of Fee Value: 45%	

Access to Property: Informal access agreement with neighbor to allow access from Hilltop Road.

Building Rights Before: 1 **Building Rights After:** 0

Highest and Best Use Before: Rural residential use for one home, forestry, recreational and agricultural uses.

Highest and Best Use After: Forestry, recreational and agricultural uses.

Other Factors: Current access from Town road via informal agreement with adjacent landowner.