

Document Number

Document Title

WAUPACA COUNTY WORKING FARM AND FOREST LANDS PROGRAM CONSERVATION EASEMENT

Note: This model is only intended for the convenience of drafters and is not intended as legal or tax advice. Parties to the easement should consult their own attorney or tax adviser to ensure the easement is drafted to achieve a tax advantage under Internal Revenue Service regulations or some other intended purpose.

This CONSERVATION EASEMENT is granted this ____ day of _____, 20____, by the Grantor landowner(s) name, legal status of landowner(s) as set forth in recorded title documents, (hereinafter "Landowner"), to the Grantee, Waupaca County, a municipal corporation.

WHEREAS, Landowner is the sole owner in fee of real property located in the Town of _____, in Waupaca County, known and designated on the tax map of the Town of _____, Waupaca County, (hereinafter the "Property") comprising approximately _____ acres, and legally described in Exhibit A and depicted on a map shown in Exhibit B (hereinafter the "Property Map") attached hereto and incorporated herein by reference;

(Note, the legal description for each parcel should be obtained from the deed with exclusions or exceptions for that parcel then listed below the legal description. If a title search is completed before the agreement is submitted, legal descriptions can also be obtained from the title search document; however, be sure to notify the title company of any parcels with areas excluded from this easement).

WHEREAS, Waupaca County enacted an ordinance establishing the Working Farm and Forest Land Conservation Easement Program for the purpose of protecting against further loss of farmland and fragmentation of forestland. The ordinance builds upon state programs focused on conservation of farmland and forestland such as the Farm Preservation Law, the Stewardship Program and the Managed Forest Law;

WHEREAS, the Property, in its present state, has significant **(choose one or more of the following values, as applicable)** *forestry, agricultural and open space* values (collectively, "Conservation Values") of importance to the Landowner, Waupaca County and the people of Waupaca County. In particular:

(Include the following if the easement protects farmland) The Property contains _____ acres of land intended for "agricultural use" as defined by Chapter 47 of the Waupaca County Ordinances which was enacted for the preservation farm and forest lands in the County.

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

(Include the following if the easement protects forestland) The Property contains _____ acres of forested land that includes a diverse mix of native species, trees of many age classes and structural diversity, a multi-story canopy, and standing dead trees and downed logs. Forestry practices on the Property are conducted in accordance with an approved Forest Stewardship Management Plan that will maintain the native composition and structure of the forest.

WHEREAS, the condition of the Property is further documented in an inventory of relevant features, characteristics and Conservation Values, which is on file at the office of Waupaca County and incorporated herein by reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of conveyance of this Easement and which is intended to serve as an objective, but not exclusive, information baseline for monitoring compliance with the terms of this Easement.

WHEREAS, conservation of the Property will yield significant benefits to the public such as: preserving the local or regional landscape and resources that attracts tourism or commerce to Waupaca County; protecting the land from development that would lead to or contribute to the degradation of the scenic and natural character of the area; **(If the easement is intended to protect farmland, include the following)** protecting productive farmland from fragmentation and conflicts from non-agricultural uses and allowing for farming expansion in areas where conflict with existing residential land uses can be prevented or mitigated; **(if the easement is intended to protect forestland, include the following)** preserving and protecting woodlands and forest resources for their economic, aesthetic, and environmental values; conserving large contiguous wooded tracts in order to reduce forest fragmentation and maximize woodland interiors.

WHEREAS, the Landowner and Waupaca County share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. The Landowner further intends to convey to Waupaca County, and Waupaca County agrees to accept, the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Property for the benefit of this generation and generations to come.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, the sufficiency of which is hereby acknowledged, the Landowner hereby voluntarily grants and conveys to Waupaca County a Conservation Easement in perpetuity over, in and to the Property (herein the "Easement"). The Easement consists of the following terms, rights and restrictions:

1. Purpose. It is the purpose of this Easement to preserve the Property in perpetuity in its predominately *forested, agricultural, and open space* **[delete any that do not apply]** condition, and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values. The Landowner intends that this Easement will confine the use of the Property to activities that are consistent with the purpose of this Easement.

2. Prohibited Uses, Restrictions and Certain Reserved Rights of the Landowner. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following provisions identify activities and uses that are expressly prohibited and some rights that are expressly reserved to the Landowner **[delete any of the following provisions that do not apply and add any restrictions as necessary]:**

2.1. Buildings, Structures and Other Improvements. The construction of residential structures is prohibited. The placement, installation or construction of any temporary or permanent non-agriculture or non-silviculture buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, towers, commercial signs and billboards, and non-agriculture waste disposal systems, except as provided below.

Duck blinds and deer stands as allowed by law are permitted on the Property as long as such use is carried out consistent with the protection of the Conservation Values of the Property. Fences customary to agricultural operations may also be erected on the Property. Existing roads, as identified in the Baseline Report, may be maintained and repaired in their current state. No new roads may be constructed except that unpaved roads necessary for agricultural and/or forestry operations on the property, as well as recreational trails, may be constructed provided the impact to the soil is minimized. Landowner shall notify Waupaca County as provided under Paragraph 5.1 prior to the construction of any structures or improvements.

2.2 Commercial and Industrial Uses. Use of the Property for commercial or industrial purposes is prohibited except for agricultural and silvicultural uses as permitted in Paragraph 3 below.

2.3 Mining and Surface Alteration. Excavation of sand, gravel, rock, minerals, or other metallic materials that significantly impairs or interferes with the long term agricultural or silvicultural use of the property is prohibited. Such mining is allowed if the long-term agricultural and silvicultural use is maintained, a reclamation plan under Wis. Admin. Code Ch. NR 135 or its successor provision has been approved and the Landowner has received written approval of the Waupaca County Board. Any approved mining activity shall not occur beyond 25 years from the date of reclamation plan approval.

Note: Conservation contributions under IRS tax regulations do not permit the retention of surface mining rights in most instances. See 26 IRC sec. 170(h)(5)(b). Landowners interested in tax benefits should consult their legal or tax adviser on whether to include this provision.

2.4 Waste. Landowner shall not allow any other person to dump, dispose, spill or release or accumulate waste or other unsightly or offensive material. This shall not be construed to preclude typical agricultural activities, such as the disposal or use of plant, animal or biological waste, so long as such activity is in accordance with all applicable federal, state, and local laws, regulations, rules and orders.

2.5 Subdivision, Extinguishment of Development Rights, and Density. All rights to develop or use the Property that are prohibited by or inconsistent with this Easement are extinguished, and cannot be used to transfer development rights to other land owned by the Landowner or any other party, or to permit increased development density or increased natural resource use or extraction on other land not covered by this Easement.

3. Additional Reserved Rights of the Landowner. In addition to rights reserved by the Landowner pursuant to Paragraph 2 above, the Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in a manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. The Landowner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner reserves:

3.1 Right to Sell, Encumber or Convey. The right to sell, give, bequeath, mortgage, lease or otherwise encumber or convey the Property, provided that:

a. Such encumbrance or conveyance is subject to the terms of this Easement.

b. The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

c. The Landowner notifies Waupaca County of any conveyance in writing within fifteen (15) days after the conveyance, and provides Waupaca County with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

d. Failure of the Landowner to perform any act required in Subparagraphs 3.1 b. and 3.1 c. shall not impair the validity of this Easement or limit its enforceability in any way.

3.2 Agricultural Use. Landowner retains the right to put the Property to agricultural use. For purposes of this Easement, "agricultural use" means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, equines and similar animals; berries; herbs; flowers; seeds, grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities.

If the Property is put to agricultural use, Landowner shall implement a conservation plan under Wis. Admin Code Ch. NR 151 as amended or an equivalent federal conservation program within 5 years of conveyance of this Easement and Landowner shall continue implementation of the conservation plan at all times thereafter.

3.3 Silvicultural Use. Landowner retains the right to put the property to silvicultural use. For the purposes of this Easement, "silvicultural use" means substantially undeveloped forest land that is devoted to the production of trees to be used in the forest products industry. If the Property contains ten (10) or more contiguous acres of forestland, Landowner shall adopt and implement a Forest Stewardship Plan within five years of conveyance of this Easement and Landowner shall continue implementation of the Forest Stewardship Plan at all times thereafter. Silvicultural use of the Property shall not materially impair the Conservation Values of this Easement.

4. Waupaca County's Rights and Remedies. In order to accomplish the Purpose of this Easement, the Landowner expressly conveys to Waupaca County the following rights and remedies:

4.1 Preserve Conservation Values. Waupaca County has the right to preserve and protect the Conservation Values of the Property.

4.2 Prevent Inconsistent Uses. Waupaca County has the right to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

4.3 Enter the Property. Waupaca County has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of the Easement; survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of the Easement; and otherwise exercise its rights under the Easement. Waupaca County shall provide prior notice to the Landowner before entering the Property, except in cases where there is an emergency or Waupaca County determines immediate entry is necessary to prevent, terminate or mitigate a violation of the Easement.

[Include the following provision if the Property is landlocked.] The Landowner shall convey to Waupaca County a separate access easement to the Property across adjacent property owned by the Landowner. This access easement shall be recorded in the Register of Deeds office and is incorporated into this Easement by reference.

4.4 Remedy Violations. Waupaca County has the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

a. Notice of Violation and Corrective Action. If Waupaca County determines that a violation of the terms of this Easement has occurred or is threatened, Waupaca County may initiate judicial action after the Landowner has been given written notice of the violation or threatened violation, and at least sixty (60) days to correct the violation. This provision shall not apply if, in the discretion of Waupaca County, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.

b. Remedies. Remedies available to Waupaca County in enforcing this Easement include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Property to its condition at the time of conveyance of this Easement, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property. The restoration requirement shall not be construed to terminate any rights reserved by the Landowner under this Easement or to release the Landowner from any additional restoration obligations that may be required under the Easement. Without limiting the Landowner's liability, Waupaca County, in its discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

These remedies are cumulative and are available without requiring Waupaca County to prove an adverse impact to the Conservation Values protected by the Easement. The Landowner and Waupaca County also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement. Waupaca County is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

c. Non-Waiver. Waupaca County does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of Waupaca County to discover a violation or initiate enforcement proceedings.

d. Costs of Enforcement. The Landowner shall be responsible for all costs incurred by Waupaca County in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit, reasonable attorneys' fees, and costs of restoration necessitated by violations of the terms of this Easement. If, however, the Landowner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs.

e. **Waiver of Certain Defenses.** The Landowner hereby waives any defense of laches (such as a failure by Waupaca County to enforce any term of the Easement) or estoppel (such as a contradictory statement or action on the part of Waupaca County).

f. **Acts Beyond Landowner's Control.** Waupaca County may not bring any action against the Landowner for any injury to or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement and natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies Waupaca County of any occurrence that has adversely impacted or interfered with the Purpose of the Easement, pursuant to Paragraph 5.3.

g. **Right to Report.** In addition to other remedies, Waupaca County has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

4.5 **Land Management.** Waupaca County has the right, but not the obligation, to undertake management practices to preserve, maintain, enhance and restore the Conservation Values of the Property pursuant to the terms of this Easement. Management practices may include, but are not limited to, the following: prescribed burning, construction of firebreaks, mowing, cultivating, planting and removing plants by mechanical or chemical means, or other generally accepted management practices.

5. Notices and Approvals.

5.1 **Notice of Landowner's Intention to Undertake Reserved Rights.** Although the Landowner does not need to obtain approval from Waupaca County to exercise reserved rights, unless specifically required to do so in this Easement, the Landowner agrees to notify Waupaca County in writing before exercising any reserved right that may have an adverse impact on the Conservation Values of the Property. In cases where the Landowner is specifically required to notify Waupaca County before undertaking certain reserved rights the Landowner shall notify Waupaca County at least 60 days prior to the date the Landowner intends to begin the activity, unless another time period is specified in the Easement. The Notice shall comply with Paragraph 5.4 of this Easement.

The purpose of notification is to give Waupaca County an opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the Purpose of the Easement.

5.2 **Request for Approval.** When the Landowner is required to obtain Waupaca County's written approval before undertaking an action the Landowner shall submit a written request for approval to Waupaca County at least 60 days before the date the Landowner wishes to undertake the activity. The Notice shall comply with Paragraph 5.4 of this Easement. No action requiring approval under this Easement is allowed unless the Landowner receives written notice of the approval from Waupaca County. Waupaca County may withhold its approval if it does not receive sufficient information to make a decision or if it determines that the proposed action is not consistent with the Purpose or terms of the Easement. Waupaca County may condition its approval on the Landowner's acceptance of modifications, which would, in Waupaca County's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns.

5.3 Notice of Change in the Property Beyond Landowner's Control. Whenever notice is required pursuant to Paragraph 4.4(f) of this Easement, the Landowner shall provide oral notice to Waupaca County within ten (10) days and written notice within thirty (30) days after the occurrence, or after the Landowner becomes aware of the occurrence, whichever is later.

5.4 Content of the Notice or Request for Approval. The notice or request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the activity in sufficient detail to permit Waupaca County to make an informed judgment as to its consistency with the Purpose of this Easement.

5.5 Delivery. Any required notice or request for approval shall be in writing and must be delivered personally or sent by first class mail, postage prepaid, or by another nationally recognized delivery service to the appropriate party at the following address (or other address specified in writing):

To Landowner:

Name of Landowner

c/o Notice Agent, if any

Landowner's address

To Waupaca County:

Waupaca County Land & Water Conservation Dept.

c/o Director

811 Harding St., Waupaca, WI 54981

5.6 Time Period for Action. Following approval of a proposed action pursuant to Paragraph 5.2 above, the Landowner shall use their best efforts to complete the action as soon as possible or practicable. In no event should the Landowner exceed the period authorized in the written approval, or one year from the date of approval if no date is specified, to complete an approved activity. If the activity is not completed within that time period, the Landowner must receive written approval from Waupaca County to proceed or resubmit the request for review and approval, according to the procedures described in this Easement.

6. Public Access. Public access is not granted by this Easement. However, this Easement does not supersede public access rights granted by the Landowner as a participant in the Managed Forest Land program nor does it supersede any other public access rights previously granted by the Landowner.

7. General Provisions.

7.1 Amendment. The Landowner and Waupaca County may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for Waupaca County, provided that no amendment shall be allowed if, in the judgment of Waupaca County, it (i) diminishes the Conservation Values of the Property (ii) is inconsistent with the Purpose of the Easement (iii) affects the perpetual duration of the Easement, (iv) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes, or (v) affects the status of Waupaca County under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

7.2 Assignment. Waupaca County may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is “qualified” within the meaning of Section 170(h)(3) of the Internal Revenue Code, and in the regulations promulgated thereunder, or any successor provisions then applicable. As a condition of any assignment or transfer, any future holder of this Easement shall be required to carry out its Purpose in perpetuity. Waupaca County agrees to notify the Landowner of any assignment at least thirty (30) days before the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way.

7.3 Captions. The captions in this Easement have been inserted solely for convenience of reference and are not part of the Easement and shall have no effect on construction or interpretation.

7.4 Controlling Law and Liberal Construction. The laws of the State of Wisconsin shall govern the interpretation and performance of this Easement. Any general rules of construction to the contrary, ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

7.5 Counterparts. The Landowner and Waupaca County may execute this Easement 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.

7.6 Entire Agreement. This instrument sets forth the entire agreement of the Landowner and Waupaca County with respect to this Easement (unless additional agreements are entered into for the use of grant funds), and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

7.7 Extinguishment. This Easement may be terminated or extinguished, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (i) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation. In the event the Easement is terminated or extinguished, the value of the Easement to Waupaca County shall be determined by a qualified appraiser and all proceeds owing to Waupaca County from the sale or exchange of the Property shall be deposited in a fund dedicated to working farm and forestland preservation.

7.8 Joint Obligation. The obligations imposed by this Easement upon the Landowner shall be joint and several.

7.9 Ownership Responsibilities, Costs and Liabilities. The Landowner retains all responsibilities and shall bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

a. Operation, upkeep and maintenance. The Landowner is responsible for the operation, upkeep and maintenance of the Property.

b. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability of Waupaca County to exercise physical or managerial control over the day-to-day operations of the Property, to become involved in the management decisions of the Landowner regarding the generation, handling or disposal of hazardous substances,

or otherwise to become an operator of 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.

c. Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

If requested by Waupaca County, the Landowner agrees to apply or co-apply with Waupaca County for any permits, approvals, licenses or funding deemed necessary or desirable by Waupaca County for implementing rights granted to Waupaca County in this Easement. This shall not be construed as committing the Landowner to paying any portion of the costs of an activity undertaken by Waupaca County, or assuming any liability with respect to the permit, approval, license or funding, unless approved in a separate agreement.

d. Hold Harmless. The Landowner releases and agrees to hold harmless, indemnify, and defend Waupaca County and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, 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, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related 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.

e. Taxes. The Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon or incurred as a result of this Easement, and shall furnish Waupaca County with satisfactory evidence of payment upon request.

7.10 Recording. Waupaca County shall record this Easement in the Office of the Register of Deeds for Waupaca County and may re-record it or any other document necessary to protect its rights under this Easement.

7.11 Severability. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

7.12 Successors. This Easement is binding upon, and inures to the benefit of, the Landowner and Waupaca County and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

7.13 Termination of Rights and Obligations. The Landowner's and Waupaca County's rights and obligations under this Easement terminate upon transfer of the party's interests in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

7.14 Terms. The terms "Landowner" and "Waupaca County," wherever used in this Easement, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner's and Waupaca County's respective personal representatives, heirs, successors, and assigns.

7.15 Warranties and Representations. The Landowner warrants and represents that:

a. The Landowner is the sole owner of the Property in fee simple and has the right and the ability to grant and convey this Easement to Waupaca County;

b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to Waupaca County's rights under this Easement;

Note: A Subordination Agreement is required for all mortgages on the property for IRS conservation contributions. See 26 CFR sec. 1.170A-14(g)(2).

c. The Landowner and Property are in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

d. There is no pending or threatened civil or criminal proceedings or investigation in any way affecting, involving, or relating to the Property, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and

e. To the best of the Landowner's knowledge, there has been no contamination on or from the Property by any substance 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; nor are there any underground storage tanks located on the Property, except those that are in compliance with all applicable laws and regulations.

Personally came before me this ____ day of _____, 20____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public _____

Printed Name of Notary Public _____

Notary Public, State of Wisconsin

My Commission (expires) (is) _____

ATTACHMENTS:

EXHIBIT A *(the legal description for each parcel should be obtained from the deed with exclusions or exceptions for that parcel the listed below the legal description. Note, the description descriptions. However, if a title search is completed before the agreement is submitted, legal descriptions can be obtained from the title search document. Also, be sure to notify the title company of any parcels with areas excluded from this easement).*

EXHIBIT B Property Map

"Drafted by: "

**A clean copy can be obtained from the Waupaca County Land and Water Conservation Department per request.*