

This is a sample Conservation Easement. Please keep in mind that not all easements will follow the exact same format and that each easement will be tailored to meet the unique needs of each landowner and his or her family.

GRANT OF CONSERVATION
EASEMENT AND DEVELOPMENT RIGHTS

THIS GRANT OF CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS (the "GRANT") is made as of this _____ day of _____, 2000, by _____, husband and wife (hereinafter "Grantors"), in favor of the Town of Dunn, a Wisconsin municipal corporation, (hereinafter the "Town"), and DANE COUNTY NATURAL HERITAGE FOUNDATION, INC., a Wisconsin nonstock corporation, (hereinafter the "Foundation") as a holder of the conservation easement and development rights pursuant to the provisions of section 700.40(1)(a) of the Wisconsin Statutes. The Town and Foundation are collectively referred to herein as "Grantees."

Return to:

Town of Dunn
4156 County Road B
McFarland WI, 53558

Parcel Identification Nos.
Parcel Identification Nos.:
028-0610-XXXXXXXXXX

WITNESS THAT:

WHEREAS, _____ are the sole owners in fee simple of certain real property in the Town of Dunn, Dane County, Wisconsin, more particularly described as:

[insert property legal description]

and hereinafter referred to as the "Property;" and

WHEREAS, Exhibit A consists of a Plat of Survey of the Homestead Area prepared by _____ and dated _____, 2000; and

WHEREAS, the Property, in its present state, has significant and substantial value as agricultural land and conservation open space; and

WHEREAS, the Town has established a Rural Preservation Program pursuant to its Ordinance 4-3 to acquire conservation easements imposing limitations on the subject lands in order to protect viable farm operations and farmland, to maintain the rural character of the Town of Dunn, to permanently preserve scenic vistas and environmentally significant areas, to restrict land divisions, to retain and protect open space values of real property and assure the availability of real property for agricultural, forest, recreational or open space uses; and

WHEREAS, Grantors desire and intend that the agricultural and conservation open space values of the Property be preserved and maintained in order to assure the availability of real property for agricultural, forestry and open space uses; and

WHEREAS, the Grantors and the Grantees desire, intend and have the common purpose of retaining the Property in agricultural and conservation open space use by placing restrictions on the use of the Property and authorizing Grantees to monitor and enforce such restrictions, all as described herein; and

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

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated _____ 2000, on file at the offices of the Grantees and United States Department of Agriculture - Natural Resource Conservation Service and incorporated by this reference ("baseline data"), which consists of reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this Grant intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant; and

WHEREAS, the common law and the uniform conservation easement act, section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on the owner of lands; and

WHEREAS, the Grantees agree by accepting this Grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation and agricultural values of the Property for the benefit of this generation and the generations to come.

NOW, THEREFORE, for and in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of _____ dollars (\$XX,000) by the Town, and of one dollar (\$1.00) by the Foundation, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including section 700.40 of the Wisconsin Statutes, Grantors hereby voluntarily grant and convey with general warranty of title, to the Grantees, and their respective successors and assigns a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein.

The Grantors acknowledge that part of the consideration paid for this conservation easement was provided by the United States Secretary of Agriculture and thus entitles such Secretary to the rights identified herein.*[This paragraph is used when USDA grant monies are involved in the transaction.]*

The development rights conveyed by this Grant shall include all development rights except those specifically reserved by the Grantors herein and those reasonably required to carry out the permitted uses of the Property as herein described. The conservation easement and restrictions hereby conveyed consist of covenants on the part of the Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and shall run with the land in perpetuity.

1. PURPOSE. It is the purpose of this Grant to conserve productive agricultural land in order to facilitate active and economically viable farm use of the Property now and in the future and to conserve scenic, conservation open spaces in order to maintain, for the benefit of future generations, the essential characteristics of the Town and to prevent any use of the Property that will significantly impair or interfere with these purposes. The Property shall be used only for agriculture, silviculture, open space, noncommercial recreation and limited residential and commercial use as expressly provided in this grant.

Grantors and Grantees recognize these agricultural, open space and scenic values of the Property, and share the common purpose of conserving these values by this Grant to prevent the use or development of the Property for any purpose or in any manner which would conflict with the maintenance of these values. Grantees accept such conservation restrictions and development rights in order to conserve these values for present and future generations.

2. PROHIBITED USES. Any activity on or use of the Property inconsistent with the purpose of this Grant is prohibited. No residential, commercial, industrial, or mining activities shall be

permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as specifically permitted under this Grant. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) The division of the Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, site leases, lot line adjustments or other means, except as provided in this subparagraph. No portion of the Property shall be used in any manner to increase the density of development of any such lands not subject to this Grant, whether through the common ownership of such parcels, transfer of development rights or by any other means. It is the intent of this subparagraph to require that the entire Property remain as a single, indivisible tract managed for the purposes of this Grant and to prohibit the conveyance of existing quarter-quarter sections or any other existing whole legal descriptions, except as a part of the entire Property or as a part of a lot line adjustment authorized below. Portions of the Property may be conveyed, with the approval of Grantees, to adjacent owners and such portions attached to adjacent parcels through lot line adjustments, provided that no such transfer may be permitted which would result in the existence of more than XX parcels or tracts which include any portion of the Property. The parties recognize that the fractionalization of ownership interests in the Property increases the burden on the Grantees to monitor and enforce this Grant and intend by this subparagraph to limit the division of the Property into smaller parcels and to limit any portion of the Property in order to minimize that burden.

(b) Use of the Property for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, except as provided below.

(1) The Property may be used for agricultural and forestry purposes as provided in section 2(g).

(2) The Grantors or occupants of the permitted residence under 2(c)(1) may carry on home occupations within such residence, provided that: (i) such uses are incidental to the residential use of the residence, (ii) not more than one-quarter of any floor of such residence is devoted to the home occupation, and (iii) the home occupation does not involve regular parking for more than two automobiles.

(3) The Grantors may charge rent or fees for permitted uses of the Property.

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

(1) Subject to (2) below, the maintenance, renovation, expansion, or replacement of the existing single-family residential dwelling and accessory buildings within the Homestead Area as described and delineated in Exhibit A.

(2) The placement, construction, maintenance, renovation, expansion, or replacement of buildings and other structures and improvements including parking lots and other impervious surfaces for agricultural use within the Property, provided that the total aggregate ground coverage of all buildings and other structures and improvements does not exceed xxxx square feet (5% of acreage). For the purposes of this Paragraph, impervious surfaces shall be defined as any material which covers land which inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, the area covered by roofs of permanent and nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.

(3) Utility and wastewater systems including: wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communication or related utility services to the improvements permitted herein may be installed, maintained, repaired, removed and replaced.

(4) Construction and maintenance of fences, irrigation equipment and unpaved farm roads that are necessary and incidental to carrying out the improvements and uses permitted on the property by this Easement are permitted.

(d) Any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, or peat, except as may be required in the course of agricultural or other activities expressly permitted herein. In no case shall mining of oil, gas, or other minerals be permitted.

(e) Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters. This paragraph is not intended to prohibit agricultural uses of the Property conducted in accordance with Paragraph 2(g).

(f) Any use or activity, including the draining, tiling, ditching, filling in with earth or any other material, that causes or is likely to cause significant degradation of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes now existing or hereinafter occurring.

(g) Any manipulation of vegetation including cutting, planting, harvesting or management of trees, agricultural crops and other plants except as provided below:

(1) Trees may be removed, cut and otherwise managed to control insects and disease, prevent personal injury and property damage, and for firewood used on the Property, and to provide for permitted structures. Notice of the above activities must be sent to both Grantees.

(2) The cutting, removal or harvesting of trees may only be undertaken if in accordance with a management plan prepared by the Wisconsin Department of Natural Resources or a qualified natural resource manager. A management plan under this subparagraph shall be reviewed and approved by the Grantees not more than two years prior to the undertaking of such activities. This provision applies to activities other than those subject to 2(g)(1).

(3) The Property may be used for agricultural and silviculture purposes conducted pursuant to a plan, prepared by the United States Department of Agriculture, Natural Resources Conservation Service, or its designee, which adequately addresses soil and water conservation, pest management, nutrient management, and habitat protection, meets the standards and specifications of the United States Department of Agriculture Natural Resources Conservation Service, or its designee. This plan shall be updated periodically (as determined by the United States Department of Agriculture or its designee), and at any time that the basic type of agriculture operation on the Property changes (as determined by the United States Department of Agriculture or its designee) or upon any change of ownership of the Property.

(4) In order to preserve and enhance the ecological integrity of the Property and to maintain natural habitat for native animal and plant species, vegetation may be planted, introduced or removed in accordance with a management plan prepared by a qualified natural resource professional and reviewed and approved by the Grantees not more than ten years prior to the undertaking of such activities. This provision applies to activities other than those subject to 2(g)(2) and 2(g)(3).

(5) Any such activities are permitted within the Homestead Area.

(h) No portion of the property shall be used for dumps, landfills or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities permitted under this easement shall be in accordance with applicable state law and with the approval of the Grantees. The storage and spreading of manure, lime or other fertilizer for agricultural purposes and pursuant to Paragraph 2(g)(3), the composting of organic materials in an area of the Property not to exceed ten (10) acres, and the temporary storage of trash generated by the Property in receptacles for periodic off-site disposal, shall be permitted without such prior approval.

(i) The placement of advertising signs or billboards on the Property, except boundary markers, directional signs, signs stating the name and address of the Property and the names of persons living on the Property, signs posted to control unauthorized entry or use of the Property, memorial plaques, the temporary placement of political or religious signs, and temporary signs indicating that the Property is for sale or lease, provided that the placement, number, size and design of any such signs do not significantly diminish the scenic character of the Property. The following types of signs may be placed subject to the prior approval of the Grantees: signs advertising the availability for public sale of agricultural or timber products grown on the premises, and signs informing the public of a permitted home occupation authorized pursuant to Paragraph 2(b)(2).

(j) The use of the Property as an aircraft landing site, public boat marina, or motorized vehicle race track.

(k) No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of the Grantees, is or is likely to become inconsistent with the purposes of this Grant as stated above.

3. RESERVED RIGHTS. Grantors reserve to themselves and their 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 prohibited herein and are not inconsistent with the purpose of this Grant and to sell or otherwise convey the Property subject to the terms, conditions and restrictions of this Grant.

4. RIGHTS OF THE GRANTEES. To accomplish the purpose of this Grant, the following rights are conveyed to the Grantees by this Grant:

(a) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Grant; provided that such entry shall be upon prior reasonable notice to Grantors, and shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

(b) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Grant and to require, at Grantors' sole expense, the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Paragraph 8.

5. CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA. In the event that the Town or Foundation fail to enforce any of the terms of this easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the Town or Foundation attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement without the prior approval of the Secretary of the United States Department of Agriculture and payment of consideration to the United

States, then, at the option of such Secretary, all right, title and interest of this easement shall become vested in the United States of America. *[This section is used when USDA grant monies are part of the transaction.]*

6. GRANTEES' APPROVAL. Where the approval of the Grantees is required, such approval, or denial, shall be given in writing within 30 days of receipt of Grantors' written request therefor. Such request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit such Grantees to make an informed judgment as to its consistency with the purpose of this Grant. Such approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the purpose of or would otherwise violate any provision of this Grant.

7. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities, as provided in paragraph 2(g)(1), is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purposes of this Easement. Whenever notice is required Grantors shall notify Grantee in writing not less than ten (10) days prior to the date Grantors intend 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 judgement as to its consistency with the purpose of this Easement.

8. ENFORCEMENT OF THE RESTRICTIONS. If either Grantee determines that Grantors are in violation of the terms of this Grant or that a violation is threatened, written notice of such violation or threatened violation shall be given to Grantors advising Grantors of the nature and extent of the violation or threatened violation and demanding 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 Grant, to restore the portion of the Property so injured. If Grantors fail to cure the violation within 45 days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a 45 day period, fails to begin curing such violation within the 45 day period, or fails to continue diligently to cure such violation until finally cured, the affected Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Grant, or injury to any conservation values protected by this Grant, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Such Grantee, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee reasonably 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 paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. The rights of the Town and Foundation under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant, and Grantors agree that remedies at law for any violation of the terms of this Grant are inadequate and that the Town and Foundation shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Grant, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

9. ENFORCEMENT.

(a) **Costs of Enforcement.** Any costs incurred by Grantees in enforcing the terms of this Grant against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Grant shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Grant, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be jointly borne by the Grantees. However, no such costs shall be recoverable from either the Town or Foundation and their successors and assigns, unless that party has initiated or voluntarily become a party to such proceedings.

(b) **Enforcement Discretion.** Enforcement of the terms of this Grant shall be at the discretion of Grantees, and any forbearance by either of them to exercise its rights under this Grant in the event of any breach of any term of this Grant by Grantors shall not be deemed or construed to be a waiver by Grantees of any subsequent breach of the same or any other terms of this Grant or of any of Grantees' rights under this Grant. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

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

(d) **Acts Beyond Grantors' Control.** Nothing contained in this Grant shall be construed to entitle Grantees to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. **ACCESS.** No right of access by the general public to any portion of the Property is conveyed by this Grant.

11. **COSTS AND LIABILITIES.** Grantors retain 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 comprehensive general liability insurance coverage.

(a) **Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Grant.

(b) **Hold Harmless.** Grantors shall hold harmless, indemnify, and defend the Grantees and the United States of America and their respective members, directors, officers, employees, agents and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement, including the existence or administration of this Grant. This subparagraph shall not be construed to relieve the Grantees from any liability for which it would otherwise be responsible for injuries to its employees on the Property in the course and scope of their duties.

(c) Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantees to exercise physical or managerial control over the day-to-day operation of the Property, or any of Grantors' 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 law imposing legal liability on the owner or operator of real property.

12 ASSIGNMENT. With the Town's approval, the Foundation, may transfer their respective interest in this Grant, but only to entities qualified to be a holder of conservation easements at the time of transfer under section 700.40(1)(b) of the Wisconsin Statutes as it may be amended from time to time. The Town may transfer its interest in this grant only to the State of Wisconsin or an agency or political subdivision of the State of Wisconsin. Such an assignment shall be evidenced by a recorded document evidencing the assignment of the Town or Foundation (and in the case of the Foundation, the approval of the Town as provided in Paragraph 6), and the acceptance by the assignee.

13. SUBSEQUENT TRANSFERS. Grantors agree to incorporate the terms of this Grant by specific reference to the recording data hereof 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. Each party further agrees to give written notice to the other parties of the transfer of the Property or of any interest in this Grant at least 30 days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way.

14. ESTOPPEL CERTIFICATES. Upon request by Grantors, Grantees shall within 30 days of delivery of such request, execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Grant (and, if applicable, any violation(s) outstanding) and otherwise evidences the status of this Grant as may be requested by Grantors.

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

Town of Dunn
4156 County Road B
McFarland, WI 53558

Dane County Natural Heritage Foundation, Inc.
303 S. Paterson Street, Suite 6
Madison, WI 53703

XXXXXXXXXXXXX
XXXXXXXXXXXXX Road
XXXXXXXXXX, WI 53XXX

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

16. RECORDATION. The Town shall record this instrument in the Office of the Dane County Register of Deeds. Grantees may re-record it at any time.

17. **EXTINGUISHMENT.** If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

18. **CONDEMNATION.** If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, the Grantees and the United States of America shall be entitled to compensation in accordance with applicable law.

19. **PROCEEDS.** If this Easement is terminated and the Property is subsequently sold, exchanged, or taken in condemnation then, Grantees and the United States of America shall collectively be entitled to a portion of the proceeds for such sale, exchange or condemnation equal to the Proportionate Share, as provided herein.

For the purposes of calculating proceeds from a sale or other disposition of the Property, the Easement shall have a value equal to a percentage (the "Proportionate Share") of the value of the Property unencumbered by this Easement. The Proportionate Share has been determined by dividing the value of this Easement (\$XX,000), calculated as of the date hereof, by the unencumbered value of the Property (\$XXX,000), also calculated as of the date hereof. The Proportionate Share is forty-nine percent (XX%) further allocated as follows: (a) to the Town or its designee fifty percent (XX%), (b) to the United States of America fifty percent (XX%). The Town or its designee shall use the proceeds from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment in a manner consistent with the conservation purposes of this grant.

20. **SUBSEQUENT LIENS ON PROPERTY.** No provision of this Easement should be construed as impairing the ability of the Grantors to use this Property as collateral for a subsequent borrowing, provided any subsequent liens are subordinate to this Easement.

21. **GENERAL PROVISIONS.**

(a) **Controlling Law.** The interpretation and performance of this Grant shall be governed by the laws of the State of Wisconsin.

(b) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grant to effect the purpose of this Grant and the policy and purposes of section 700.40 of the Wisconsin Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) **Severability.** If any provision of this Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, 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.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Grant, all of which are merged herein.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Grant shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) Amendment. If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantors and Grantees and the authorized representative of the United States Department of Agriculture may jointly amend this Conservation Easement by a written instrument recorded in the office of the Dane County Register of Deeds, provided that any such amendment shall not diminish the goals or purposes of the Conservation Easement or affect its perpetual duration.

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

(i) 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.

(j) Authority of Signatories. The individuals executing this Grant warrant and represent they are duly authorized to execute and deliver this Grant.

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

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

GRANTORS

XXXXXXXXXX

XXXXXXXXXX

COUNTY OF DANE)

) ss.

STATE OF WISCONSIN)

Personally appeared before me this _____ day of _____, 2000 the above XXXXXX and XXXX to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

ACCEPTANCE OF HOLDER'S INTEREST

The Town of Dunn, by a resolution of its Town Board adopted at a duly convened meeting on the _____ of _____ hereby accepts the Holder's interest in this Grant of Conservation Easement and Development Rights.

TOWN OF DUNN

By: _____
Edmond P. Minihan, Chairman

ATTEST:

Rosalind Gausman, Clerk

ACCEPTANCE OF HOLDER'S INTEREST

Dane County Natural Heritage Foundation, Inc., by a resolution of its Board of Directors adopted at a duly convened meeting on the _____ day of _____, hereby accepts the Holder's interest in this Grant of Conservation Easement and Development Rights.

DANE COUNTY NATURAL HERITAGE FOUNDATION, INC.

By: _____
John Hutchinson, President

ATTEST:

Mark Williams, Secretary

COUNTY OF DANE)

) ss.

STATE OF WISCONSIN)

Personally appeared before me this _____ day of _____, 2000 Edmond P. Minihan, to me known to be the Chairman of the TOWN OF DUNN, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Town Board of said Wisconsin municipal corporation.

Notary Public, State of Wisconsin
My commission expires: _____

COUNTY OF DANE)

) ss.

STATE OF WISCONSIN)

Personally appeared before me this _____ day of _____, 2000 Rosalind Gausman, to me known to be the Clerk/Treasurer of the TOWN OF DUNN, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Town Board of said Wisconsin municipal corporation.

Notary Public, State of Wisconsin
My commission expires: _____

COUNTY OF DANE)

) ss.

STATE OF WISCONSIN)

Personally appeared before me this _____ day of _____, 2000 John Hutchinson, to me known to be the President of DANE COUNTY NATURAL HERITAGE FOUNDATION, INC., who executed this Grant of Conservation Easement and Development Rights and

acknowledged that such execution is with the authority of the Board of Directors of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

COUNTY OF DANE)
)
STATE OF WISCONSIN)

Personally appeared before me this _____ day of _____, 2000 Mark Williams, to me known to be the Secretary, of DANE COUNTY NATURAL HERITAGE FOUNDATION, INC., who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Board of Directors of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Attorney William P. O'Connor