



# POLK COUNTY, WISCONSIN

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Lisa Ross, County Clerk  
100 Polk Plaza, Suite 110, Balsam Lake, WI 54810  
Phone (715) 485-9226 | Email: county clerk@co.polk.wi.us

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## AGENDA AND NOTICE OF MEETING

### ENVIRONMENTAL SERVICES COMMITTEE

Government Center, 100 Polk County Plaza, Balsam Lake, WI 54810

County Board Room

Wednesday, May 27, 2020 at 9:00 a.m.

A quorum of the County Board may be present

#### Webex Virtual Meeting Info:

Meeting Number (access code): **968 663 581**

Password: **ESmeeting1**

- Join Online: <https://polkwi.webex.com>
- Join by Phone: 1-408-418-9388

1. Call to Order – Chairperson Kim O’Connell
2. Approval of Agenda
3. Approval of minutes for May 13, 2020
4. Public Comments – *Because of the nature of this virtual meeting, there will not be an option for public comment; however, members of the public who would like to make a written comment prior to the meeting may email their comments to: countyclerk@co.polk.wi.us You may also mail in comments to the topics, however they may not be received and provided to the Supervisors by the date of the meeting. The mailing address is:*  

**POLK COUNTY GOVERNMENT CENTER  
100 POLK PLAZA, STE. 110  
BALSAM LAKE, WI 54810**
5. Receipt of Information on Matters Noticed from Supervisors not Seated as Committee Members
6. UW-Madison, Division of Extension
  - a. Report and Status of Agricultural Agent
7. Parks, Recreation and Trails, and Dams (Ben Elfelt)
  - a. Update of June 10, 2020 Public Hearing process for the Stower Trail Master Plan
  - b. Update of the Trail Advisory Group (TAG)
8. Zoning and Land Information (Jason Kjeseth)
  - a. Consideration of Health and Human Services representative (Tonya Eichelt) response to Large-Scale Livestock (Swine) Facility Study Group Report
  - b. Review and/or action of Draft Swine CAFO Conditional Use Permit conditions
  - c. Discussion and/or consideration of introducing Resolution to end CAFO moratorium
9. Land & Water Resources Department (LWRD)
  - a. Consideration of Roland Baker conservation easement (Sec. 2.2 (b)) regarding signage request for Little Bass Lake
  - b. Report of LWRD Soil and Water Resource Management Program cost share contracts
    - a. Prescribed grazing systems
    - b. Well decommissions
  - c. LCC (Land Conservation Committee) update and election results
10. Environmental Services Division
  - a. Divisional 2021 Fee schedule review and recommendations
  - b. Committee Calendar and Identification of Subject Matters for Upcoming Meetings
11. Adjourn

Items on the agenda not necessarily presented in the order listed. This meeting is open to the public according to Wisconsin State Statute 19.83. Persons with disabilities wishing to attend and/or participate are asked to notify the County Clerk’s



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## MINUTES OF THE ENVIRONMENTAL SERVICES COMMITTEE MEETING

9:00 A.M. Wednesday, May 13, 2020

Government Center, County Board Room  
100 Polk County Plaza Balsam Lake, WI 54810

This meeting was available for viewing through Webex videoconference and teleconference

### Member Attendance

Attendee Name	Title	Status
Kim O’Connell	Chair	Present
Tracy LaBlanc	Supervisor	Present
Doug Route	Supervisor	Present
Brad Olson	Vice Chair	Present
Jim Edgell	Supervisor	Present
Lyle Doolittle	FSA Representative	Phone In

Also present were: Malia Malone, Corporation Counsel; Vince Netherland, County Administrator; Jason Kjeseth, Zoning Administrator; Ben Elfelt, Parks and Trails Coordinator; Mark Gossman, Forester; Paul Heimstead, DNR Forester; Bob Kazmierski, Environmental Services Division Director; Chris Nelson, County Board Chairman, members of the public and press.

**Meeting called to order by Chair O’Connell at 9:07 a.m.**

**Approval of Agenda-** Chair O’Connell called for a motion to approve the amended agenda.

**Motion** (LaBlanc/Route) to approve the amended agenda, carried by unanimous voice vote.

**Approval of Minutes** – Chair O’Connell called for a motion to approve the minutes of the April 29, 2020 meeting. **Motion** (Route/Olson) to approve the minutes of the April 29, 2020 meeting with correction of a Scribner error, carried by unanimous voice vote.

1. **Public Comment – Public Comment** – Chair O’Connell allowed testimony from Attorney Nick Vivian regarding land use regulatory tools for CAFO’s.

**Receipt of Information from Supervisors not seated as Committee Members on Matters**

**Noticed** – – Supervisor Amy Middleton spoke of concerns with the CAFO report to include impacts on adjacent property values, animal health impacts of COVID/African Swine viruses, mortality planning and WDNR regulation and constraints of enforcement.

**Parks, Recreation, Trails, and Dams (Ben Elfelt)**

- a. Update of June 10, 2020 Public Hearing process for the Stower Trail Draft Master Plan. The public will be invited to video tape their comments at the Government Center on June 2<sup>nd</sup> from 9 am to 3 pm and June 3<sup>rd</sup> from 4-8 pm. Videos will be shown to the Committee at the June 10<sup>th</sup> Public Hearing.

- b. The Trail Advisory Group will meet on May 19<sup>th</sup> to discuss group objectives and expectations and to lay a foundation for the group.

**Forestry (Mark Gossman)**

- a. Forester Gossman updated committee on the final draft of the 15 Year Forest Comprehensive Land Use Plan.
- b. Created timeline for Public Hearing and Open House for 15 Year Forest Comprehensive Land Use Plan
- c. Update on the cell tower construction in Sterling Township

**Zoning and Land Information (Jason Kjeseth)**

- a. Presentation of Health and Human Services response regarding Large-Scale Livestock (swine) Facility Study Group postponed to later meeting.
- b. Supervisor Route explained some constraints of the Lake Classification system, minimum lot size and setbacks with lots created before 1999 within the Shoreland Protection Zoning Ordinance. In particular, with Class 2 or Class 3 lake lots.
- c. Public Hearing date was set for June 24<sup>th</sup> to consider an amendment to Chapter 18 of the Subdivision Ordinance to replace “Director’ with ‘Land Information Officer’ and/or ‘Zoning Administrator,’ and/or ‘County Surveyor.’

**Committee Calendar & Identification of Subject Matters for Upcoming Meetings**

MAY 27, 2020 AT 9:00 A.M. AGENDA ITEMS:

ITEMS TO INCLUDE ON EACH AGENDA:

Tax delinquent properties:

Parks, Recreation, Trails and Dams: TAG update

Forestry:

Zoning & Land Information: Review of most recent CAFO report, Presentation of Health and Human Services response regarding Large-Scale Livestock (swine) Facility Study Group  
Review of Draft Conditional Use Permit

Environmental Services: Divisional 2021 Fee schedule review and recommendations

UW-Madison, Division of Extension review

Chairman O’Connell called for a motion to adjourn. **Motion (Edgell/Olson)** to adjourn. **Motion** carried by unanimous voice vote. Chair O’Connell declared meeting adjourned at 11:40 am.

Respectfully submitted,

Carol Zygowicz  
LWRD Admin Asst.

**Grant Requirements for Conservation Easements**

**DNR Standard Grant Easement 9/05**

**CONSERVATION EASEMENT**

This CONSERVATION EASEMENT is granted this 11<sup>th</sup> day of DECEMBER, 2007, by the Grantor Roland Baker and Kathleen A. Baker, husband and wife (hereinafter "Landowner"), to the Grantee Polk County Land and Water Resources Department, a Governmental Unit of Polk County (hereinafter "Easement Holder").

**RECITALS**

**A. Property.** The Landowner is the sole owner of approximately 25 acres of real property in Polk County, Wisconsin (hereinafter the "Property"), which is legally described in Exhibit A, and depicted on a map shown in Exhibit B (hereinafter the "Property Map"). If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail. Both exhibits are attached to this Easement and incorporated by this reference.

*Exhibit C is a copy of the State of Wisconsin Department of Natural Resources, Stewardship Forestry Plan.*

**B. Conservation Values.** The Property, in its present state, has significant natural, aesthetic, scientific, ecological, habitat, forestry and educational values (collectively, "Conservation Values") of importance to the Landowner, Easement Holder and the people of Wisconsin. In particular:

The Property consists of 25 acres of forested land that could be threatened by non-forested uses. There is approximately 2500 feet of undeveloped shoreline along Little Bass Lake. Portions of this shoreline have slopes of 12-20%. If trees and vegetation were removed from these slopes the Property would be highly susceptible to erosion and accelerated storm water runoff that could adversely affect the water quality and aquatic habitat of the lake. The landowner intends to grant the general public the right of access with opportunities to hunt, fish, hike, and observe nature.

The land is currently enrolled in Managed Forest Law. A secondary Purpose of this Easement is to facilitate the continued use of the property as a working forest managed in accordance with a Forest Stewardship Management Plan. The Conservation Values of the property have not and are not likely to adversely affect the use of the property under MFL.

**C. Baseline Documentation.** 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 the Easement Holder and incorporated by this 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.

**D. Public Policies.** Preservation of the Conservation Values of the Property will serve the following public policies:

Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites. Section 281.65 of the Wisconsin Statutes, and the Nonpoint Source Control plan for the Balsam Branch Priority Watershed Project adopted by the Polk County Board of Supervisors which provides for the protection and

POLK COUNTY, WISCONSIN  
Received for record this  
17th day of December  
AD 2007 at 01:45 PM  
and recorded in  
Volume 1011  
of records Page 695  
Document Number: 740089

*Laurie Anderson*  
Laurie Anderson  
Register of Deeds

**Recording Area**

**Name and Return Address:**  
Polk County Land and Water Resources  
Department  
100 Polk Plaza - Suite 120  
Balsam Lake, WI 54810

**Parcel identification Number:**  
006-00474-0000

improvement of critical watershed areas to benefit the water quality in lakes, and section 281.71, which provides grants to eligible sponsors to protect and enhance lake ecosystems.

- E. Qualified Organization.** The Easement Holder is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes and is also a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.
- F. Conservation Intent.** The Landowner and Easement Holder 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 the Easement Holder, and the Easement Holder 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.

### GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above and the mutual covenants contained in this Easement, and in further consideration of the sum of One Hundred Ninety-Six Thousand Dollars (\$196,000.00) and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, and pursuant to Section 700.40 of the Wisconsin Statutes, the Landowner hereby voluntarily grants and conveys to the Easement Holder a Conservation Easement in perpetuity over, in and to the Property (herein the "Easement"). This Easement consists of the following terms, rights and restrictions:

- 1. Purpose.** The Purpose of this Easement is to preserve the Property in perpetuity in its predominantly natural, scenic, forested, and undeveloped 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 the Easement.
- This Easement will maintain the property forever in its presently undeveloped condition; conserve and enhance wildlife habitat for native plants and animals; including 25 acres of forestland and natural shoreland along Little Bass Lake; provide opportunities for outdoor public recreation; provide scenic enjoyment for the general public by protecting 2500 feet of undeveloped forested shoreline; help meet the goals and objectives of the Balsam Branch Priority Watershed Management Plan; and facilitate the continued use of the property as a working forest managed in accordance with a Forest Stewardship Management Plan.
- 2. Restrictions, Prohibited Uses 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:
- 2.1 Animals.** The Property may not be used as a game farm, shooting preserve, fur farm or deer farm, licensed under Chapter 169 of the Wisconsin Statutes, as that Chapter may be amended from time to time. Poultry, cattle, horses and other livestock shall not be allowed on the Property, with the exception of draft animals may be used for forestry practices, in accordance with the Forestry Management Plan. Poultry, cattle, horses and other livestock shall not be allowed on the Property for any purpose.

For the purposes of this Easement, livestock means farm animals that are kept for human use or raised for sale or profit, including, but not limited to, bovine animals, sheep, goats, swine, poultry, llamas, ostriches, emus and equine animals. Livestock does not include small domestic pets, such as dogs and cats that are customarily permitted by local ordinance.

- 2.2 Buildings, Structures and Other Improvements.** The placement, installation or construction of any temporary or permanent buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, signs and billboards, utility corridors, waste disposal systems, towers, and trails, except as provided below.

Note: Notice is hereby given that the Landowner has the obligation to comply with current state erosion control and storm water regulations pertaining to the placement, installation, construction and maintenance of buildings, structures and other improvements on the Property.

- a. Fences. Existing fences may be repaired, replaced, or removed. Additional fencing may be constructed to mark boundaries and secure the Property, or as needed to carry out activities permitted in this Easement.
  - b. Signs. Small, unlighted signs may be placed on the Property, with the written approval of the Easement holder, for the following purposes only: to state the name and address of the Property and Landowner; advertise the sale or lease of the Property; commemorate or explain the history or protection of the Property; prohibit trespassing and uses as consistent with Section 4.3 and Article 6; interpret natural features of the Property; mark the boundaries or provide directions, and advertise the sale of goods produced on the Property. No sign shall be visible from the lake.
  - c. Trails. Primitive hiking trails that blend with the natural surroundings, made of local materials and follow the natural contour of the land may be established and maintained on the Property, provided that they do not diminish the Conservation Values of the Property and are located and constructed to prevent erosion, avoid habitat fragmentation, and protect sensitive areas and water quality. The Landowner and Easement Holder must approve the location of any trails in writing prior to its establishment.
  - d. Roads. Existing roads on the Property may be maintained, but shall not be widened or improved. No new roads may be constructed or established on the Property, except that new unpaved access roads may be constructed for forestry practices, pursuant to the Forest Stewardship Management Plan. The Easement holder must approve the location of such access road in writing prior to its construction. All construction and maintenance of roads for forestry practices shall be in accordance with best management practices as described in Wisconsin Forestry Management Guidelines, Wisconsin Department of Natural Resources, 2003 or most current version.
  - e. Buildings.
- 2.3 Commercial, Agricultural, Residential and Industrial Uses. Use of the Property for commercial, agricultural, residential or industrial purposes is prohibited except for forestry practices, pursuant to the Forest Stewardship Management Plan.
- 2.4 Dumping. There shall be no dumping or storage on or under the Property of any trash, garbage, construction materials, sewage, ashes, manure, trees, brush, hazardous materials, discarded or salvageable materials such as junk cars, or other unsightly or offensive material. There shall also be no dumping or stockpiling of any soil, sawdust, gravel, or sand. This is not intended to prohibit composting excess brush or other plant material generated on the Property by activities permitted in this Easement, provided that composting shall not be located within 100 feet of the ordinary high water mark of any water body.
- 2.5 Mining and Surface Alteration. There shall be no mining, drilling, exploring for, excavation or removal of any minerals, soil, sand, peat, gravel, rock or any other materials on or from the Property nor any alteration of the surface of the Property, including, without limitation, ditching, draining, diking, tiling, filling, or leveling, except as may be required for activities in accordance with the Forestry Management Plan.
- 2.6 Subdivision, Extinguishment of Development Rights, and Density
- a. The Property shall not be subdivided into smaller parcels, whether through legal or *de facto* subdivision, including division through the creation of condominiums, site leases or other means. The intent of this Paragraph is to require that the entire Property remain as a single, indivisible tract managed for the Purpose of this Easement, and to prohibit the conveyance of any part except as a whole.
  - b. 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, or to achieve other regulatory mitigation credits on land not subject to this Easement.
- 2.7 Vegetation. There shall be no disturbance of the aquatic vegetation, fallen trees or other natural features in the water areas on or directly adjacent to the shoreline of the Property. There should be no planting, removal, destruction, grazing or mowing of any trees or other vegetation on the Property, except as follows:
- a. To control disease and pests on an emergency basis, with the written approval of the Easement Holder.
  - b. To remove non-native and/or invasive vegetation.
  - c. Use of chemicals herbicides, pesticides rodenticides, fungicides, and other toxic agents is allowed on the Property, except as follows, with the prior written approval of the Easement Holder: (i) to comply with noxious weed control laws (ii) to control pests on an emergency basis, (iii) to control non-native or invasive (iv) as

specifically authorized in the Forest Stewardship Plan Pursuant to Exhibit C. There shall be no chemicals for any purpose within ten feet of any plant species that is listed as endangered, threatened or of special concern by the Department of Natural Resources of federal authorities. There shall be no applications within one-hundred feet of the ordinary high water mark without the written approval of the Easement Holder.

- d. To preserve, enhance, restore and maintain the Conservation Values of the Property in accordance with the Forest Stewardship Plan
- e. Any commercial harvest of trees on the property shall be in accordance with the Forest Stewardship Plan. The Forest Stewardship Plan shall, at a minimum:
  - (i) be approved in writing by the Easement Holder and DNR prior to implementation.
  - (ii) be prepared by the Wisconsin Department of Natural Resources, a licensed professional forester, a certified Plan Writer or other qualified person approved in writing by the Easement Holder.
  - (iii) protect the Conservation Values of the Property.
  - (iv) identify objectives and actions that will be taken to protect and manage soil, water, wetlands, riparian areas, aesthetic quality, recreational opportunities, natural communities, and fish and wildlife resources.
- (v) be in accordance with Best Management Practices as described in Wisconsin Forest Management Guidelines, PUB-FR-226, 2003, Wisconsin Department of Natural Resources, or its successor publication.
- (vi) include an access plan, indicating routes of ingress and egress for the areas to be harvested.

The following terms and conditions shall also apply to the Forest Plan:

- (i) If there is any inconsistency between the terms of the Forest Plan and this Easement, the terms of this Easement shall control.
- (ii) The Forest Plan may be modified by amendment, approved in writing by the Landowner and Easement Holder and the DNR.
- (iii) **The Cutting Plan.** At least sixty days prior to the time the Landowner intends to cut merchantable timber on the Property, the Landowner shall file a document (Notice of Intent to Cut and Cutting Plan) signed by the Landowner and supervising forester (or other qualified individual), certifying that the Cutting Plan is in compliance with the terms and conditions of the Forest Stewardship Plan and Easement. It shall include the location of the harvest, dates, cutting plan, plan for ingress and egress and a summary of activities and practices intended to achieve compliance with the terms and conditions of this Easement and the Forest Stewardship Plan.
- (iv) The Easement Holder shall notify the Landowner within thirty days of receiving the Notice of Intent to Cut and Cutting Plan whether the Cutting Plan conforms to the Easement and Forest Plan. No cutting shall proceed until an acceptable Cutting Plan is agreed to by the Landowner, Easement Holder, and DNR. The Landowner retains the right to renew from time to time, the tax law Forest Plan with the State of Wisconsin.

2.8 Vehicles. There shall be no use of motorized vehicles in the Shoreland Protection Zone, except with the prior written approval of the Easement Holder, as necessary to carry out management activities permitted in this Easement

2.9 Water. There shall be no manipulation or alteration of any water body on or adjacent to the Property or its shoreline.

For the purpose of this Easement, a water body means a creek, stream, intermittent stream, drainage way, river, pond, lake, surface or subsurface spring, wetland or other body of water.

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 expressly reserves the following rights:

3.1 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 the Easement Holder of any conveyance in writing within fifteen (15) days after the conveyance, and provides the Easement Holder 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.

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

- 4.1 Preserve Conservation Values. The Easement Holder has the right to preserve and protect the Conservation Values of the Property.
- 4.2 Prevent Inconsistent Uses. The Easement Holder 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. The Easement Holder 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. The Easement Holder shall provide prior notice to the Landowner before entering the Property, except in cases where there is an emergency or the Easement Holder determines immediate entry is necessary to prevent, terminate or mitigate a violation of the Easement.
- 4.4 Remedy Violations. The Easement Holder 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 the Easement Holder determines that a violation of the terms of this Easement has occurred or is threatened, the Easement Holder may initiate judicial action after the Landowner has been given written notice of the violation or threatened violation, and at least thirty (30) days to correct the violation. This provision shall not apply if, in the discretion of the Easement Holder, 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 the Easement Holder 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, the Easement Holder, 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 the Easement Holder to prove an adverse impact to the Conservation Values protected by the Easement. The Landowner and Easement Holder recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement. The Easement Holder 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. The Easement Holder 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 the Easement Holder to discover a violation or initiate enforcement proceedings.

- d. **Costs of Enforcement.** In the event of an enforcement action involving litigation, the Landowner and Easement Holder shall each be responsible for their own attorneys' fees and costs of suit.
- e. **Waiver of Certain Defenses.** The Landowner hereby waives any defense of laches (such as a failure by the Easement Holder to enforce any term of the Easement) or estoppel (such as a contradictory statement or action on the part of the Easement Holder).
- f. **Acts Beyond Landowner's Control.** The Easement Holder may not bring an 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, natural deterioration; the acts of unauthorized third parties other than the Landowner or the Landowner's agents, employees, and contractors; or prudent actions by the Landowner taken in good faith under emergency conditions to prevent or mitigate damage from such causes; provided, that the Landowner shall notify the Easement Holder of any occurrence that has adversely impacted or interfered with the Purpose of the Easement.
- g. **Right to Report.** In addition to other remedies, the Easement Holder has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

## 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 the Easement Holder to exercise reserved rights, unless specifically required to do so in this Easement, the Landowner agrees to notify the Easement Holder 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 the Easement Holder before undertaking certain reserved rights, including, but not limited to, those reserved rights identified in Paragraph(s) 2.7 and 2.8, the Landowner shall notify the Easement Holder at least **sixty (60)** days prior to the date the Landowner intends to begin the activity, unless another time period is specified in this Easement. The Notice shall comply with Paragraph 5.4 of this Easement.

The purpose of notification is give the Easement Holder 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 the Easement Holder's written approval before undertaking an action, including but not limited to, those actions identified in Paragraph(s) 2.2, 2.7 and 2.8, the Landowner shall submit a written request for approval to the Easement Holder at least **sixty (60)** days before the date the Landowner wishes to undertake the activity. The Request 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 the Easement Holder. The Easement Holder 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. The Easement Holder may condition its approval on the Landowner's acceptance of modifications, which would, in the Easement Holder's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns. Pursuant to Paragraph 8.2 of this Easement, the Wisconsin Department of Natural Resources (hereinafter "DNR") may also need to approve certain actions.
- 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 the Easement Holder within five (5) 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 the Easement Holder 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:

Roland Baker and Kathleen Baker  
414 North 2nd St.  
River Falls, WI 54022

To Easement Holder:

Polk County Government  
c/o Land and Water Resources Department  
100 Polk Plaza Suite 120  
Balsam Lake, WI 54810

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 two years 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 the Easement Holder to proceed or re-submit the request for review and approval, according to the procedures described above.

## 6. Public Access.

**The Landowner grants the general public a perpetual right of access to the Property to hike, observe wildlife, enjoy scenic beauty, cross-country ski, snowshoe, and hunt and fish as allowed under state law. The Easement Holder cannot develop trails for said purposes unless approved by the Landowner in a separate agreement.**

## 7. General Provisions.

7.1 Amendment. The Landowner and Easement Holder may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of the Easement Holder 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 the Easement Holder under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any amendment to this Easement.

7.2 Assignment. The Easement Holder 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 (i) "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, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement shall be required to carry out its Purpose in perpetuity. The Easement Holder 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. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any assignment of this Easement.

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 Easement Holder 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 Easement Holder with respect to this Easement 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, or (ii) the Landowner and Easement Holder agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement. Pursuant to Paragraph 8.2, the DNR also needs to approve any voluntary extinguishment of the Easement.

a. The Landowner agrees that this Easement constitutes a real property right, immediately vested in the Easement Holder, which has a fair market value that is proportionate to the fair market value of the Property as a whole. This "Proportionate Share" of the Easement is a percentage arrived at by dividing the fair market value of the Easement by the fair market value of the Property as a whole at the time of conveyance. The Proportionate Share shall remain constant over time.

b. If this Easement is extinguished in whole or in part, then upon the subsequent sale, exchange or involuntary conversion of the Property, and after the satisfaction of prior claims and reasonable expenses incurred by the Landowner and Easement Holder as a result of the Extinguishment, the Easement Holder shall be entitled to the Proportionate Share of the proceeds attributable to the Easement. The Easement Holder may obtain a lien on the Property for the amount due until such time that it receives its Proportionate Share from the Landowner. The share of proceeds received by the Easement Holder may be further apportioned to other parties that have provided funds for this Easement in proportion to their contribution.

The share of proceeds received by the Easement Holder may be further apportioned to other parties that have provided funds for this Easement in proportion to their contribution.

c. The Easement Holder will use any proceeds it receives from any sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement.

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 in the Easement Holder 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 the Easement Holder, the Landowner agrees to apply or co-apply with the Easement Holder for any permits, approvals, licenses or funding deemed necessary or desirable by the Easement Holder for

implementing rights granted to the Easement Holder in this Easement. This shall not be construed as committing the Landowner to paying any portion of the costs of an activity undertaken by the Easement Holder, 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 the Easement Holder 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 the Easement Holder with satisfactory evidence of payment upon request.
- 7.10 **Recording.** The Easement Holder shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, 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 Easement Holder 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 Easement Holder'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 "Easement Holder," 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 Easement Holder'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 the Easement Holder;
  - b. As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Easement Holder's rights under this Easement;
  - 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, soil, surface or ground water, 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.

**8. Acknowledgment of the Easement Holder's Assignment of Rights to the Wisconsin Department of Natural Resources.** The Landowner acknowledges that the Easement Holder may obtain grant funds for acquisition of this Easement or offer it as match for grant funds under the State of Wisconsin Non-Point Priority Watershed Program (Section 281.65 of the Wisconsin Statutes). In that event, the DNR shall obtain certain rights and interests with respect to this Easement and the Property. These rights and interests shall be established upon the execution and recording of a Grant Contract or Grant Agreement (hereinafter "Grant Contract") between the DNR and the Easement Holder. The Easement Holder shall notify the Landowner if a Grant Contract is executed; however, failure of the Easement Holder to notify the Landowner shall not impair the validity of the DNR's rights and interests under the Grant Contract.

The Landowner consents to the Easement Holder's assignment of rights and interests to the DNR through such a Grant Contract, including, without limitation, the following:

- 8.1 The DNR has the right to enter and inspect the Property to determine if the Easement Holder is complying with the terms of the Grant Contract, and to exercise any other rights described in this Section of the Easement, in the same manner as described in Paragraph 4.3 and upon prior notice to the Easement Holder.
- 8.2 The Easement Holder must obtain the prior written approval of the DNR before approving a proposed amendment, assignment or extinguishment of the Easement (in whole or in part). Actions that are subject to prior approval of the Easement Holder must also be approved in writing by the DNR.
- 8.3 If the Easement is extinguished in the future, a share of the Easement Holder's proceeds shall be apportioned to the DNR. That share shall be set forth in the Grant Contract.
- 8.4 The DNR has the right to collect cash payments from the Easement Holder or assume the Easement Holder's entire legal interest in this Easement, without the necessity of entry or legal judgment, if the Easement Holder violates an essential provision of the Grant Contract, and fails to correct the violation as called for in the Grant Contract. The DNR will notify the Landowner if the DNR becomes the Easement Holder as a result of a grant enforcement action.

TO HAVE AND TO HOLD the above described Conservation Easement unto the Easement Holder, its successors and assigns forever.

**SIGNATURE BLOCK FOR INDIVIDUALS**

IN WITNESS WHEREOF, Roland Baker and Kathleen A. Baker have agreed to and executed this Conservation Easement this 11 day of December, 2007.



\_\_\_\_\_ Roland Baker



\_\_\_\_\_ Kathleen A. Baker

STATE OF Wisconsin )  
Polk COUNTY ) ss.

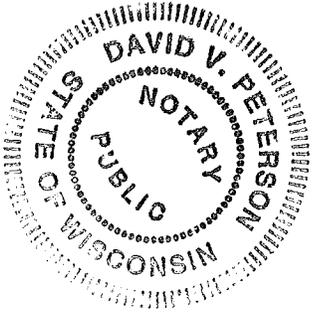
Personally came before me this 11 day of December, 2007, the above named Roland & Kathleen A Baker to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



\_\_\_\_\_ Signature of Notary Public

David V Peterson

\_\_\_\_\_ Typed Name of Notary Public



Notary Public, State of Wisconsin  
My Commission (expires) (is) March 30 2008.





EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY

712928

STATE BAR OF WISCONSIN FORM 3 - 1998

Document Number

QUIT CLAIM DEED

POLK COUNTY, WISCONSIN  
Received for record this  
21st day of February  
AD 2006 at 10:15 AM  
and recorded in  
Volume 985  
of records Page 118  
Document Number: 712928

Roland Baker quit-claims to Roland Baker and Kathleen A. Baker, husband and wife, as survivorship marital property, the following described real estate in Polk County, State of Wisconsin:

*Laurie Anderson*  
Laurie Anderson  
Register of Deeds

The Northwest one-quarter of the Southwest one-quarter (NW1/4 of SW1/4), Section Sixteen (16), Township Thirty-four (34) North, Range Seventeen (17) West.

FEE  
*77.35 (\$m)*  
EXEMPT

Recording Area

Name and Return Address

Steven J. Swanson  
Attorney at Law  
P.O. Box 609  
St. Croix Falls, WI 54024

006-00474-0000

Parcel Identification Number (PIN)  
This is not homestead property.  
(Is) (Is not)

Dated this 17<sup>th</sup> day of February, 2006.

*[Signature]*  
\* Roland Baker

\_\_\_\_\_

AUTHENTICATION

Signature(s) of Roland Baker authenticated this 17<sup>th</sup> day of February, 2006.

*[Signature]*  
\* Steven J. Swanson

ACKNOWLEDGMENT

STATE OF )

COUNTY )

Personally came before me this day of , the above named to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by ' 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY  
Steven J. Swanson  
Attorney at Law  
St. Croix Falls, WI 54024

Notary Public, State of  
My Commission is permanent. (If not, state expiration date:  
\_\_\_\_\_, 19\_\_.)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

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

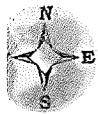
QUIT CLAIM DEED

STATE BAR OF WISCONSIN  
FORM No. 3 - 1998

Information Professionals Company Fond du Lac, Wisconsin 800-855-2021

Roland and Kathleen Baker Appraisal

Exhibit B



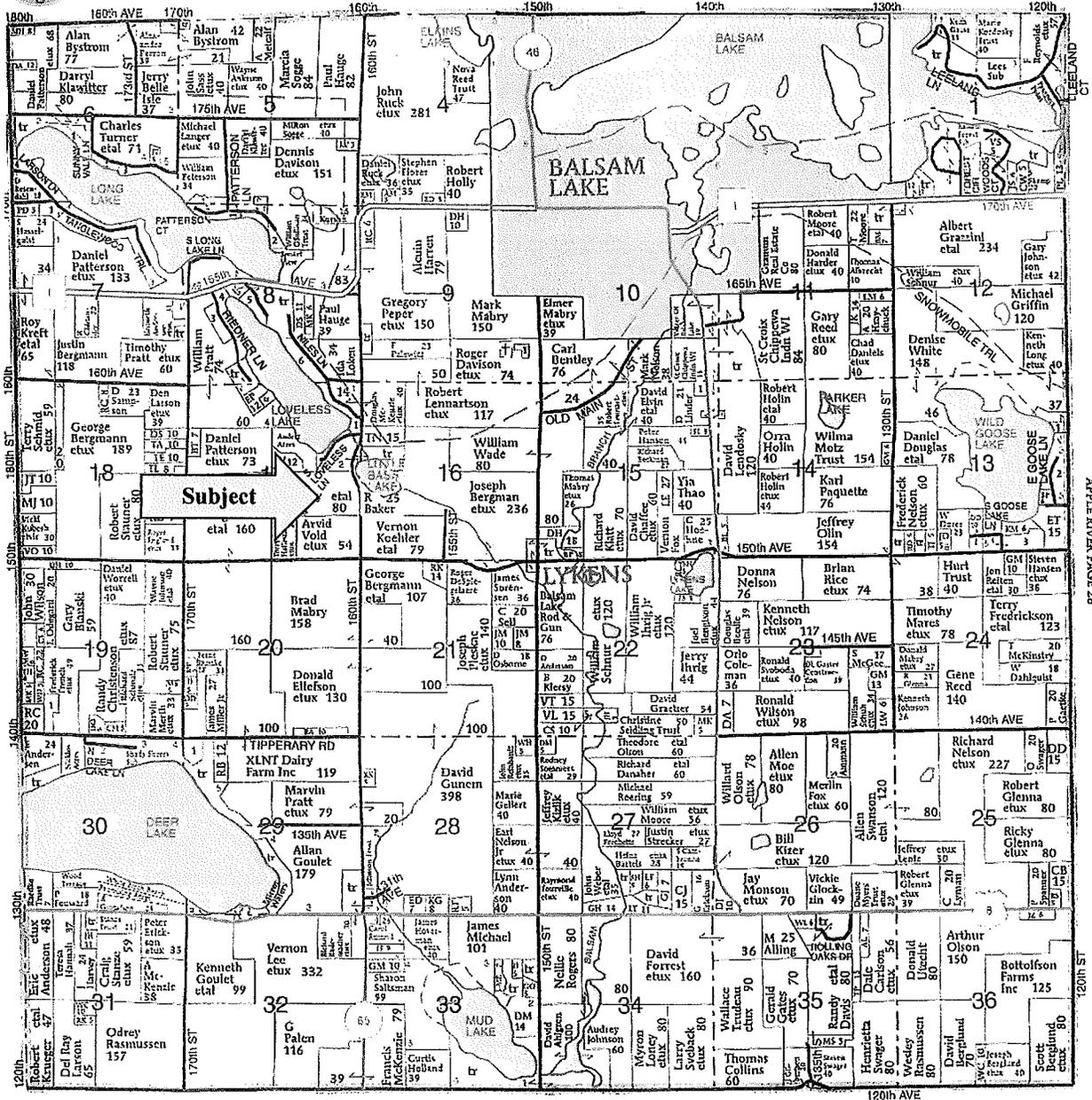
BALSAM LAKE

POLK COUNTY, WISCONSIN  
(Landowners)

T-34-N ♦ R-17-W

© Farm & Home Publishers, Ltd.  
See Page 81 For Additional Names.

MILLTOWN PAGE 30



SUBJECT PLAT MAP

## EXHIBIT C

(Pages 16A, 16B, 16C AND 16D)

Roland and Kathleen Baker Appraisal

State of Wisconsin  
Department of Natural Resources

Managed Forest Lands

Section 77.82(3), Wis. Stats.  
Form 2450-1328(d)(w)-92

### STEWARDSHIP FORESTRY PLAN

Page 3 of 5

ORDER # 49 - 003 - 1996

Stand 1 - NH 0-5"/ UB, 13 acres

A medium stocking of sugar maple and ash seedlings and saplings dominate this stand. There are scattered large "wolf" trees in the area. Due to the north facing slope this site has good hardwood growing potential. The objective is to develop this young stand into high quality timber.

Recommended practices: Release patches of young trees by cutting down the overstory trees. It is important to do this before the tops of the young trees reach the lower crowns of the big trees. Leave any large oak, dead trees (snags) and hollow trees for their wildlife benefits. This release will have the greatest effect if completed before 1997.

As the saplings top 25 feet in height identify your crop trees (straight stems, small lower branches, healthy crowns) and give them more growing room by cutting several trees adjacent to their crowns. Prune branches on the first 17 feet of these crop trees. Other things being equal favor oak over other species. This timber stand improvement can begin in the year 2000 and continue throughout the contract period.

No mandatory practices during this contract period.

Stand P2 - PR 5-9", basal area 140 sq. ft. per acre, 7 acres

This dense stand of red pine is growing rapidly. The management objective is to grow high quality pine timber.

Mandatory practices: Remove every third row of pine to give the residual more growing room. The resulting basal area is to be above 100 sq. ft. per acre.

Completion date: December 1999

Conduct marked thinnings to reduce the basal area to 90 sq. ft. per acre of evenly distributed, high quality trees.

Completion dates: December 2007  
December 2015

Recommended practices: Prune 150 trees per acre to a height of 17 feet. The sooner the stems are free of branches (including stubs) the sooner the trees will produce veneer quality wood.

SUBJECT STEWARDSHIP FORESTRY PLAN-MANAGED FOREST LANDS

16-A

Roland and Kathleen Baker Appraisal

State of Wisconsin  
Department of Natural Resources

Section 77.82(3), Wis. Stat.  
Form 2450-132B (d/w)-6

Managed Forest Lands

STEWARDSHIP FORESTRY PLAN

Page 4 of 5

ORDER # 49 - 003 - 1995

Stand P3 - <sup>FS</sup>(SW)PR 0-5", 5 acres

White spruce of various age are the largest component in this stand. Planted red pine and walnut and native ash and oak are present in significant amounts. The management objective is to develop a mixed stand of high quality trees.

Recommended practices:

Release well formed ash, walnut, red pine and spruce from brush or inferior trees that interfere with their crowns. This can begin immediately and continue throughout the contract period.

Plant 200 red oak or red/white pine per acre in gaps that exist in the stand. Control competing grass and weeds by spot spraying with glyphosate (Roundup/Accord) the previous growing season. The weed-free zone should be at least 3 feet in diameter. Always follow label instructions when applying herbicides. Planting in 1996 will increase the stand's productivity immediately.

Prune 150 crop trees per acre. Do not prune over one half the height of each tree. As the trees grow the goal is to have 17 feet of pruned stem. Due to the staggered ages of trees in this stand pruning is essential to develop high value trees. This can begin immediately.

Mandatory practice:

Conduct a marked thinning to reduce the basal area to 90 square feet per acre of high quality, evenly distributed trees. This harvest will increase the average quality of the stand.

Completion date: December 2015

SUBJECT STEWARSHIP FORESTRY PLAN-MANAGED FOREST LANDS

16-B

**Roland and Kathleen Baker Appraisal**

State of Wisconsin  
Department of Natural Resources

Section 77.82(3), Wis. Stats.  
Form 2450-1323(6/14)1-92

Managed Forest Lands

**STEWARDSHIP FORESTRY PLAN**

Page 5 of 5

ORDER # 49 - 003 - 1996

Following is a chronological summary of all Mandatory Practices which must be completed by the date indicated as a condition of entry under the Managed Forest Law.

Completion Date	Stand #	Mandatory Practices (Detailed specifications outlined under individual stands)
1999	P2	Conduct row thinning of red pine.
2007 2015	P2	Conduct a marked thinning of red pine.
2015	P3	Conduct a marked thinning of this mixed stand.

Name, address and telephone of the preparer of this plan:  
Michael Grinyer  
220 Eagle Dr., #104  
Balsam Lake, WI 54810

Date Plan Prepared 7-19-95  
Revision Date

The owner hereby agrees to comply with the terms of this forest management plan and the conditions of subch. VI, ch. 77, Wis. Stats., and ch. NR 46, Wis. Adm. Code. The landowner further agrees to amendment of the petition for Designation to conform with the landowner objectives and map as included in this plan.

To be signed by the President and Secretary of a corporation or by the individual landowners (or legal agent, if any) as listed on the deed or other instrument of title.

Signature *[Signature]*

July 25 1995  
Date Signed

Signature *David J. Singler*

7/28/95  
Date Signed

Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Approved for the Department of Natural Resources by:

Signature of URM Forester *[Signature]*

7-31-95  
Date Signed

**SUBJECT STEWARSHIP FORESTRY PLAN-MANAGED FOREST LANDS**

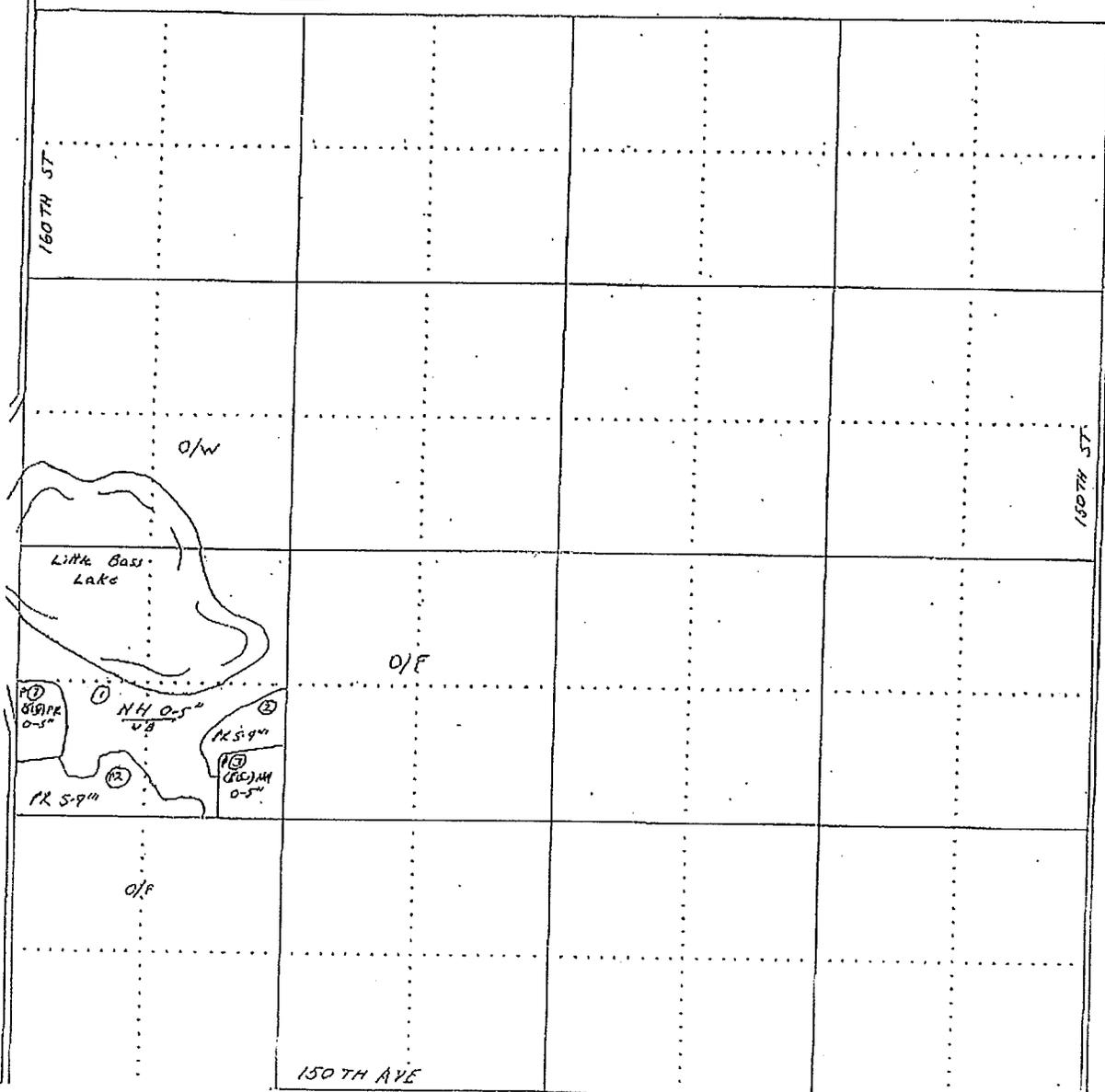
16-C

**Roland and Kathleen Baker Appraisal**

*Exhibit C*

ORDER NUMBER <b>49 003 1996</b>		MANAGED FOREST LAW MAP Form 2450-133 Rev. 4-87		ADISON OFFICE USE ONLY Acres Entered	
Co. Code/Seq. No./Yr. of Entry					
Owner's Name <b>BAKER ETAL ROLAND</b>			Town or Village Name <b>BALSAM LAKE</b>		County <b>POLK</b>
Street or Route <b>414 N 2ND STREET</b>			Township No. <b>34</b>	Range <b>17</b>	Section <b>16</b>
City, State, Zip Code <b>RIVER FALLS, WI 54022</b>			Closed Acres <b>0</b>	Open Acres <b>25</b>	

LEGEND: Closed Area  Section Diagram 8" = 1 Mile Prepared By Michael Guinger Date 7-14-78  
Open Area 



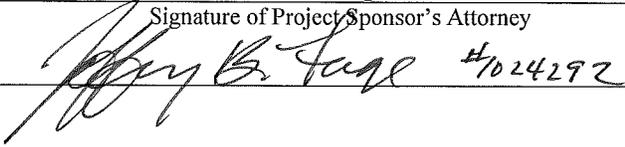
**SUBJECT STEWARSHIP FORESTY PLAN-MANAGED FOREST LANDS**

*16-D*

**PLEASE INCLUDE THE FOLLOWING ONLY ON THE DRAFT YOU ARE SUBMITTING TO THE DNR FOR APPROVAL.**

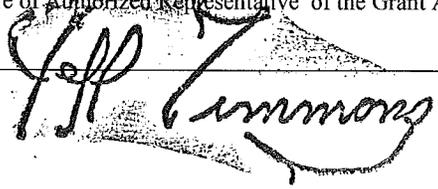
**Certification by Attorney**

I certify that I have either prepared or reviewed this easement for the Easement Holder/Project Sponsor. (This is not intended to imply that I am certifying that this Easement meets requirements for a charitable deduction.)

Printed/Typed Name of Project Sponsor's Attorney Jeff Fuge	Name of Firm Polk County Coporation Counsel
Signature of Project Sponsor's Attorney 	Date 4/21/2006

**Certification by Grant Applicant**

I certify that this easement uses the language contained in the DNR Standard Grant Easement, except for those paragraphs where customized language is permitted.

Printed/Typed Name of Authorized Representative of the Grant Applicant Jeff Timmons	Name of Grant Applicant Polk County Land and Water Resources Department
Signature of Authorized Representative of the Grant Applicant 	Date 4/26/06

**POLK COUNTY  
OFFICE OF CORPORATION COUNSEL**

*Polk County Justice Center  
1005 West Main Street, Suite 100  
Balsam Lake, WI 54810*

*Telephone: 715-485-9210  
Facsimile: 715-485-9171*

*Jeffrey B. Fuge  
Malia T. Malone  
Tomma Broome*

*Corporation Counsel  
Assistant Corporation Counsel  
Legal Secretary*

May 12, 2006

Mr. David Peterson  
Land & Water Resources Department – Conservation Planner  
100 Polk County Plaza, Suite 120  
Balsam Lake, WI 54810

RE: Roland and Kathleen Baker Conservation Easement

Dear Dave:

Our office has received and reviewed the Second Draft of the Baker Conservation Easement. The original is returned herewith. Our office will retain a copy.

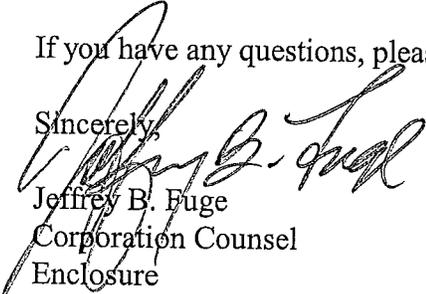
I have signed the Certification of Attorney, Page 17, which is contingent upon the following two changes:

- Insertion of the appropriate sum as and for consideration. The sum should be consistent with a land appraisal that our office understands will be completed soon through your department.
- Section 2.2 (b) "Signs," will be revised to allow signage to "prohibit trespassing and uses as consistent with Section 4.3 and Article 6."

Please make the above revisions to the Conservation Easement document. A copy of this letter shall be attached to the Certification Page, Page 17.

If you have any questions, please call me. Thank you.

Sincerely,

  
Jeffrey B. Fuge  
Corporation Counsel  
Enclosure

# **Welcome**

**to**

## **Little Bass Lake Recreation Area**

While you are here, please enjoy hunting, fishing, hiking, snowshoeing, observing the wildlife and enjoying the scenic beauty.

### **You may not:**

- Litter or dump any refuse
- Leave any equipment, such as boats
- Camp
- Build a fire
- Use any motorized vehicle
- Remove any vegetation or harm the natural environment

Anyone found in non-compliance will be fined. If you have any questions contact 715-768-0046.

**Let's keep this area as pristine as possible.**

In loving memory of Jim Monson.

Polk County Land & Water Resources

April 3, 2020

100 Polk County Plaza, Suite 120

Balsam Lake WI 54810

Hello,

I am writing as the new owner of the property on Little Bass Lake that has the conservation easement. I am writing to request to put up signs at the beginning of entries onto the property to try and control unwanted actions. I have sent a copy of the proposed sign for your approval and welcome any suggestions or changes you would like to make. I also request to put out a dock in the area, so that people can fish and view wildlife without damaging other natural areas. Below I have photos of some violations that I will be working on cleaning up this spring:



Camping



Bonfires



Trash



Destroying natural vegetation



Dumping

I also have a boat on the property that has been left there:



Boat number and an old registration tag. I have no idea whose it is.

Do I contact the sheriff on this boat? Or does Polk County handle this? Or as owner, am I responsible?

I live on the lake, adjacent to the land and can monitor the situation more closely.

Thank you for your consideration.

Sincerely,

Carmen Monson

1564 157<sup>th</sup> Ave.

Centuria WI 54824

715-768-0046

## Robert Kazmierski

---

**From:** Dane Christenson  
**Sent:** Friday, May 15, 2020 2:22 PM  
**To:** Robert Kazmierski; Eric Wojchik  
**Subject:** RE: LCC update

Hi Bob,

I assume by LCC election your referring the election for the WI Land+Water representative to the Wisconsin Land Conservation Board (the advisory board to DATCP and DNR). LCC is a Land Conservation Committee. Each county has a LCC. Our county's version of the LCC is our Environmental Services Committee.

At the WI Land+Water conference the 3 representatives elected to serve on the WLCB were:

- Michael J. Hofberger, Calumet County P&Z/Land and Water Conservation Committee, Lake Winnebago Area Association
- Robert "Bob" Mott, Oneida County Land Conservation Committee, North Central Area Association
- Monte G. Osterman, Racine County Land Conservation Committee, Southeastern Area Association

I guess if they are interested in the outcomes of the resolution here they are. I believe there were 2 resolutions that were available before the conference. Resolution #3 was brought to the floor at the conference. Resolutions #1 and #3 passed. Resolution #2 was referred to the Legislative/Administrative Committee.

- RESOLUTION #1 REQUEST TO REQUIRE A 590 NUTRIENT MANAGEMENT PLAN or PHOSPHORUS-BASED RECOMMENDATIONS FOR ALL LAND APPLICATIONS OF DOMESTIC SEWAGE SLUDGE AND INDUSTRIAL WASTES/BY-PRODUCTS
- RESOLUTION #2 REQUEST TO REQUIRE, AND ALLOW THE ENFORCEMENT OF, AN ANNUAL 590 NUTRIENT MANAGEMENT PLAN ON "EXISTING" CROPLAND AND PASTURES WITHOUT THE REQUIREMENT OF A COST-SHARING OFFER TO THE LANDOWNER
- RESOLUTION #3 BOARD OF DIRECTORS RESOLUTION SUPPORT FOR SENATE BILL 723, INCREASED FUNDING FOR LOCAL CONSERVATION EFFORTS

Overall the conference was very good with lots of informative and relevant breakout sessions and opportunity to engage with conservation staff from around the state. It was good for our county to be represented after several years of not attending. It would be important to continue to encourage staff to attend future conferences.

## Land and Water Resources Fee Schedule

ACTIVITY	2020 FEES
<b>Storm Water / Erosion Control</b> <ul style="list-style-type: none"> <li>• Misc. grading/filling, or building, etc.</li> <li>• Multi-family residences (3 or more units)</li> <li>• Subdivisions or 1-2 family condo units</li> <li>• Commercial, retail, industrial, mfg. bldgs.</li> <li>• Golf Courses</li> <li>• Utilities</li> </ul>	<p>\$308</p> <p>\$243 + \$30 per unit</p> <p>\$486 + \$41 per lot</p> <p>\$730 + \$118 per acre &gt; 2 acres</p> <p>\$608 + \$25 per lot</p> <p>\$.20 per foot</p>
<b>Nonmetallic Mining Reclamation</b> <ul style="list-style-type: none"> <li>• Inactive fee</li> <li>• 1 – 5 acres</li> <li>• 6 – 10 acres</li> <li>• 11 – 15 acres</li> <li>• 16 – 25 acres</li> <li>• 26 – 50 acres</li> <li>• 51+ acres</li>   <li>• New Mine Reclamation Plan Review Fee</li>   <li>• Plan Review Fee for Amended Plans</li>   <li>• Expedited New Mine Reclamation Plan Review Fee</li>   <li>• Reclamation Plan Review Fee Hard Rock Quarry Mine &amp; Industrial Sand (zoned)</li>   <li>• Reclamation Plan Review Fee Hard Rock Quarry &amp; Industrial Sand Mine (unzoned)</li>   <li>• Reclamation Plan Review-Substantial Plan Amendment for Hard Rock or Industrial Sand Mine</li> </ul>	<p>\$103</p> <p>\$200</p> <p>\$411</p> <p>\$616</p> <p>\$822</p> <p>\$950</p> <p>\$1022</p> <p>\$593</p> <p>\$390</p> <p>\$2,362</p> <p>\$9,454 (zoned)</p> <p>\$14,180 (unzoned)</p> <p>\$1,200 + salary and fringe</p>
<b>Manure &amp; Water Quality Management</b>	<p>\$714.00</p>

**Polk County Land Information Fee Schedule -- Effective 1/1/2020**

**LAND USE PERMIT**

House, Commercial, Bunkhouse, Conditional Use, Grading/Filling .....	\$400
Signs- For profit Organization .....	\$300
Signs- Nonprofit Organization .....	\$50
Additions to Dwellings greater than 144 sq ft .....	\$275
Additions to Dwellings 144 sq ft or less .....	\$100
Accessory Buildings greater than 144 sq ft .....	\$175
Accessory Buildings 144 sq ft or less .....	\$100
Accessory Structures (walkways, retaining walls) .....	\$75
Seasonal Travel Trailer .....	\$250
Land Use Run-off Rating Review .....	\$100
Landscaping, Vegetation Removal .....	\$50
Yearly Tourist Rooming House .....	\$100

<b><u>RURAL ADDRESS</u></b> (includes \$25 town fee) .....	\$150
Address with State Sanitary Permit .....	\$125
Replacement Sign.....	\$75

**SANITARY PERMITS**

Conventional .....	\$450
Holding Tank.....	\$620
In-Ground Pressure, Mound System, Experimental System (at-grade) .....	\$450
Reconnection.....	\$150
Wisconsin Fund Application .....	\$125

<b><u>SEWER INSPECTIONS</u></b> .....	\$250
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**PLAT REVIEW**

Preliminary Plat.....	\$600, plus \$50 per lot
Final Plat.....	\$600
Minor Plat CSM.....	\$400
Survey Exempt Legal Description Review .....	\$400

**ORDINANCE VIOLATIONS**

Comprehensive Ordinance (per day of violation).....	\$50-\$1000
<i>There shall be a penalty fee of 2 times the regular permit fee in those cases where building is commenced without first obtaining a land use permit, providing the structure is in conformance with the provisions of this ordinance.</i>	
Shoreland Ordinance (per day of violation) .....	\$200-\$1,000
<i>There shall be a penalty fee of 2 times the regular permit fee in those cases where building is commenced without first obtaining a land use permit, providing the structure is in conformance with the provisions of this ordinance.</i>	
Subdivision Ordinance (per day of violation) .....	\$500-\$5,000

**TELECOMMUNICATION TOWERS**

Land Use Permit for New Transmission Facilities (Includes fee for Land Use Permit & Rural Address)	
120ft or less.....	\$500
121 to 160ft.....	1200
160 to 200ft.....	2100
201ft & Up.....	\$3000

\*Height is measured to the highest point on the transmission facility

Land Use Permit for Modification or Collocation on Transmission Facility .....	\$400
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**HEARINGS**

Environmental Services Committee:

District Change, Ordinance Amendment, Conditional Use, Subdivision Variance. ....\$750

Board of Adjustment:

Variance, Administrative Appeal.....\$750

**HARD COPY PRINTS**

Standard Copy \$.25

Laser Printer .....\$1

Plotted

8 1/2"x11" .....\$5  
11"x17" .....\$7.50  
18"x18" .....\$12  
24"x24" .....\$15  
30"x30" .....\$20  
36"x36" .....\$35  
42"x42" .....\$50

**DIGITAL DATA**

GIS, general production datasets..... NO FEE

Orthophotos (Aerial imagery)

2015 Natural Color (6" res)

MrSID image, per section tile.....\$25  
GeoTIFF image, per section tile.....\$50  
GeoTIFF image, per section tile of a town .....\$350  
MrSID image, entire county .....\$750  
GeoTIFF image, per section tile, entire county .....\$1,000

2010 Natural Color (12" res)

MrSID image, per 2x2 section tile .....\$25  
Tif image, per 2x2 section tile .....\$50  
Tif image, per 2x2 section tile of a town.....\$350  
MrSID image, entire county .....\$750  
Tif image, entire county .....\$1,000

2006 Natural Color (12" res)

Tif image, per 1x2 section tile .....\$25  
MrSID image, per town .....\$100  
Tif image, per 1x2 section tile of a town.....\$350  
MrSID image, entire county .....\$750  
Tif image, entire county .....\$1,000

2001 B&W (18" res)

Tif image, per 3x3 section tile .....\$15  
Tif image, per 3x3 section tile of a town .....\$40  
MrSID image, entire county .....\$500

1996 B&W (1 meter)

Tif image, per town tile.....\$40  
Tif image, per town tile, entire county.....\$500

**OTHER FEES**

650 MB Compact Disk or 4.7 GB DVD .....\$3  
(Used for shipping data)

Postage and Handling, if mailed .....\$5

(Larger orders are weighed to determine postage fees)

Faxing and Handling

First page \$2

Each additional page \$1

ALL GIS data acquisitions are subject to a processing fee .....\$25 Special

requests to format, lot, or edit data..... Staff cost, plus 10% for overhead

*\*All credit card transactions are subject to a 2.5% convenience fee with a \$2.00 minimum charge.*

