



**LAND CONSERVATION COMMITTEE  
WEDNESDAY MAY 4, 2016 7:15 P.M.  
LAND CONSERVATION DEPARTMENT  
CONFERENCE ROOM  
440 N US HWY 14  
JANESVILLE WI**

**AGENDA**

1. Call Meeting to Order.
2. Approval of Agenda.
3. Election of the Committee Vice Chair.
4. Set Meeting Day and Time.
5. Approval of Minutes – April 6, 2016.
6. Citizen Participation, Communications, and Announcements.
7. Bills/Encumbrances/Transfers.
8. Resolution: Opposition to the Proposed Great Lakes Transportation, Inc. Rail Project.
9. Resolution: Finalizing Purchase of the John and Kathy Morton Agricultural Conservation Easement.
10. Resolution: Finalizing the Sayre Joint Farms, LLC Property Agricultural Conservation Easement Assignment/Donation.
11. Purchase of Agricultural Conservation Easements (PACE) Program:
  - A. Approval of Sayre Easement Assignment Agreement.
  - B. Approval of Assignment of Conservation Easement Document (Sayre).
  - C. Program Update.
12. Adjourn.

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

LAND CONSERVATION  
COMMITTEE  
INITIATED BY



THOMAS SWEENEY  
DRAFTED BY

LAND CONSERVATION  
COMMITTEE  
SUBMITTED BY

APRIL 20, 2016  
DATE DRAFTED

**OPPOSITION TO THE PROPOSED  
GREAT LAKES BASIN TRANSPORTATION, INC. RAIL PROJECT**

1 **WHEREAS**, Great Lakes Basin Transportation, Inc. has proposed to construct a new rail project in the  
2 eastern section of Rock County, commencing east of Milton heading south and east until it reaches the  
3 most southeastern corner of Rock County dissecting some of Rock County's most prime farmland; and,  
4

5 **WHEREAS**, the Great Lakes Basin Transportation, Inc. has stated that their intent is to purchase a two  
6 hundred foot wide corridor over the project route, approximately twenty four (24) miles, which is  
7 estimated to remove five hundred and seventy (570) acres of prime farmland from production; and,  
8

9 **WHEREAS**, the Rock County Board of Supervisors is committed to the preservation of Farmland  
10 with in Rock County by virtue of the adoption of the Rock County Purchase of Agricultural  
11 Conservation Easements Program (PACE) in 2011 and adoption of the Farmland Preservation Plan  
12 adopted in 1977 and its' amendments; and,  
13

14 **WHEREAS**, the Board of Supervisors has continued to support the PACE Program in Rock County  
15 through allocation of financial resources for the implementation and continuation of this program; and,  
16

17 **WHEREAS**, the Land Conservation and the Planning and Development Committees support the  
18 preservation of farmland by participating in the Wisconsin Farmland Preservation Program since 1977.  
19 This program allowed the development of zoning ordinances within the townships of the county for the  
20 long term protection of the County's farmland; and,  
21

22 **WHEREAS**, the County Board supports all the aforementioned activities associated with the  
23 preservation of farmland within the county's boundaries with the understanding that agriculture is a vital  
24 component of the total Rock County Economy. According to University of Wisconsin Extension Service  
25 the loss of agricultural production and loss to the agriculture service sector is estimated at six hundred  
26 eight thousand six hundred and fifteen dollars (**\$608,615**) annually (2016 dollars); and,  
27

28 **WHEREAS**, the LCC understands the construction of the proposed rail line will not only remove the  
29 estimated prime farmland from production but will also fragment numerous farms and fields leading to  
30 an increase in production costs of agricultural commodities to those impacted; and,  
31

32 **WHEREAS**, the mapped route of the rail line will also impact the established subsurface drainage  
33 network that keeps thousands of acres of farmland productive, resulting in an untold number of  
34 subsurface tile drainage systems needing to be updated; and,  
35

36 **WHEREAS**, there are numerous negative impacts that haven't been considered, including but not limited  
37 to the fragmentation of woodlots, impacts to wetlands, impacts to wildlife habitat resources, and impacts  
38 to the surface and groundwater resources of the county; and,  
39

40 **WHEREAS**, all the towns that will be directly impacted by the proposed rail project, Milton, Johnstown,  
41 Bradford, and Clinton have gone on official record in opposition to the proposed rail line; and,  
42

43 **WHEREAS**, Rock County has been a member of the Wisconsin River Rail Transit Commission  
44 (WRRTC) since 1982 with nine other counties in Southern Wisconsin and the WRRTC is the owner and

45

46 is responsible for safe and reliable local rail service of the existing infrastructure that the proposed rail  
47 line will connect into; and,

48

49 **WHEREAS**, Rock County along with nine other Counties have invested over five hundred thousand  
50 dollars (\$500,000) each for capital improvements for the safe and efficient local rail service; and,

51

52 **WHEREAS**, the WRRTC and Wisconsin Department of Transportation is under a lease agreement with  
53 the Wisconsin Southern Railroad for use and maintenance of all WRRTC infrastructure; and,

54

55 **WHEREAS**, the WRRTC has expressed concern regarding the costs associated with the needed rail  
56 improvements with the proposed increase in rail traffic which will force the commission to upgrade the  
57 current rail from a Class I to a Class II system with an estimated cost of nine hundred thousand  
58 (\$900,000) per mile of rail. The Rail Commission estimates approximately 40 miles needing this upgrade  
59 at a total cost to exceed thirty six million dollars (\$36,000,000).

60

61 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly  
62 assembled this \_\_\_\_ day of May, 2016, goes on record in opposition to the proposed Great Lakes Basin  
63 Transportation, Inc., rail project due to its negative impact on the agricultural sector of Rock County, its  
64 untold impacts to natural resources and the financial implications to upgrade the existing rail  
65 infrastructure; and,

66

67 **BE IT FURTHER RESOLVED** that the County Clerk forward this Resolution to Wisconsin Governor  
68 Scott Walker; Secretary of the Department of Natural Resources, Cathy Stepp; Secretary of the  
69 Department of Agriculture Trade and Consumer Protection, Ben Brancel; Senator Steven Nass; Senator  
70 Janis Ringhand; Representative Andy Jorgensen; Representative Deb Kolste; Representative Amy  
71 Loudenbeck; Representative Mark Spreitzer; US Senator Ron Johnson; U.S. Senator Tammy Baldwin;  
72 U.S. Representative Mark Pocan, U.S. Representative Paul Ryan, and Dave Navecky, Office of  
73 Environmental Analysis, Surface Transportation Board.

Respectfully submitted:

LAND CONSERVATION COMMITTEE

RAIL TRANSIT COMMISSION

\_\_\_\_\_  
Richard Bostwick, Chair

\_\_\_\_\_  
Terry Thomas, Chair

\_\_\_\_\_  
Wes Davis

\_\_\_\_\_  
Wayne Gustina

\_\_\_\_\_  
Alan Sweeney

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Alan Sweeney

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\_\_\_\_\_  
Jeremy Zajac

\_\_\_\_\_  
David Rebout

LEGAL NOTE:

Advisory only.



Jeffrey S. Kuglitsch  
Corporation Counsel

FISCAL NOTE:

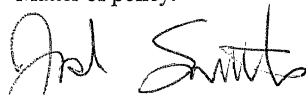
No fiscal impact at this time.



Sherry Oja  
Finance Director

ADMINISTRATIVE NOTE:

Matter of policy.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

This resolution is advisory.

The Land Conservation Committee is opposed to the construction of the proposed Great Lakes Rail project due to impacts on Agriculture community. Rock County has a rich history in the protection of farmland through participation in the following programs, the Wisconsin Farmland Preservation Program and the Rock County PACE Program. Even though the programs differ in their approach to the protection of Farmland the net result is that productive farmland is protected from development.

The loss in production from converting over 570 acres of crop land to the rail corridor is estimated by UWEX Ag Agent Nick Baker. Per Mr. Baker the estimate is based on the following information. The typical crop Rotation of 2 years corn 1 year soybeans and using the Rock County average revenue as a base bench mark the expected minimum revenue per acre would be \$769.50. This would be an immediate economic reduction to any farm that the proposed Rail would cross through. Using the current proposed map there would be a loss of over 570 acres of crop land from production in Rock County, with a loss of revenue exceeding \$438,615 annually in the form of reduced crop production. It should be noted that actual yields and revenue could higher and that these values are a baseline county average representing the minimum expected losses to Agriculture Production in Rock County. Mr. Baker also noted that the loss of revenue from the Agriculture service industry is estimated at \$170,000. This estimate includes losses associated with providing seed, fertilizer, herbicide, agronomy services, fuel, equipment and financial support to the acres removed from production. Using the United States average operating costs of \$356.92 per acre of corn and \$180.65 per acre of soybean production the additional economic impact in losses to local businesses would exceed \$170,000 annually in lost sales and services. The total estimated impact in loss revenue from the farmland conversion is estimated to be \$608,615 annually (2016 dollars).

Numerous environmental impacts that include but not limited to the fragmentation of woodlots, impact to wetlands, and impacts to wildlife habitat resources. The construction of the rail line as proposed will fragment large tracks of woodlots resulting in further fragmentation the existing blocks of wildlife habitat in the immediate area of the line. Studies have shown that as land is divided by manmade structures, various terrestrial wildlife population shrink. The rail line will intercept numerous large and small wetland complexes within the County. The filling of wetlands leads to reductions in many valuable functions, including retaining stormwater, filtering pollutants, protecting shorelands, and providing habitats for fish and wildlife.

The Wisconsin River Rail Transit Commission (WRRTC) has expressed concern of the financial impacts the proposed Great Lakes rail line will have on the existing rail infrastructure. The net result of the proposal will be a cost of approximately \$900,000 per mile of rail to change from a Class I to a Class II rail to accommodate the expected increase in traffic. This cost will be born to the WRRTC and hence the tax payers of the state.

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

LAND CONSERVATION  
COMMITTEE  
INITIATED BY



THOMAS SWEENEY  
DRAFTED BY

LAND CONSERVATION  
COMMITTEE  
SUBMITTED BY

APRIL 21, 2016  
DATE DRAFTED

**FINALIZING PURCHASE OF THE JOHN AND KATHY MORTON  
AGRICULTURAL CONSERVATION EASEMENT**

1 **WHEREAS**, the Rock County Board of Supervisors officially approved the Rock County Purchase of  
2 Agricultural Conservation Easements (PACE) Program and adopted the document entitled Rock County  
3 PACE Program Manual, identifying and outlining all aspects of Program development and  
4 implementation, on January 13, 2011; and,  
5

6 **WHEREAS**, a PACE application was submitted by John and Kathy Morton to the Land Conservation  
7 Department (LCD) in 2014 for sixty seven (67) acres of real property located in part of Section 14,  
8 Township 2 North, Range 13 East, La Prairie Township, Rock County Tax Parcel Number 6-10-101,  
9 (Morton Property); and,  
10

11 **WHEREAS**, the application was recommended for approval by Land Conservation Department (LCD)  
12 and the PACE Council, approved by the Land Conservation Committee and County Board in accordance  
13 with the Rock County PACE Program Manual and approved for partial funding by the Natural Resources  
14 Conservation Service (NRCS); and,  
15

16 **WHEREAS**, the PACE program and the NRCS Agriculture Conservation Easement Program (ACEP)  
17 require that easement appraisals be completed by a State of Wisconsin Certified General Appraiser and  
18 meet the Uniform Standards of Professional Appraisal Practice; and,  
19

20 **WHEREAS**, the purchase price of the easement was determined with the aforementioned methodology  
21 and the appraisal valuations have been approved by the NRCS; and,  
22

23 **WHEREAS**, the LCD worked closely with the NRCS staff to secure the ACEP funding for said  
24 easement purchase and will receive said funding at time of the easement closing(s); and,  
25

26 **WHEREAS**, each party to PACE are required to have financial interests as follows; Landowner will  
27 donate thirty three percent (33%) of the easement value, the County will contribute seventeen percent  
28 (17%) of the easement value, totaling \$43,350.00 and the NRCS will contribute fifty percent (50%) of  
29 the easement value, totaling \$86,700.00 for a total purchase price of \$130,050.00.  
30

31 **NOW, THEREFORE, BE IT RESOLVED**, the Rock County Board of Supervisors duly assembled this  
32 \_\_\_\_\_ day of \_\_\_\_\_, 2016, do by enactment of this Resolution approve the purchase of the  
33 Agricultural Conservation Easement on the John and Kathy Morton Property, accepts the ACEP  
34 Funding, and authorizes the LCD to undertake final necessary activities identified therein and obligate  
35 all necessary funds to complete said activities.  
36

37 **BE IT FURTHER RESOLVED**, the County Board Chair and/or the County Clerk will act as the  
38 County's agent(s) for closing of said easements.

FINALIZING PURCHASE OF THE JOHN AND KATHY MORTON AGRICULTURAL  
CONSERVATION EASEMENT

Page 2

Respectfully submitted:

LAND CONSERVATION COMMITTEE

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FISCAL NOTE:

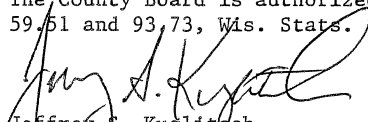
This resolution approves the purchase of an agricultural conservation easement and accepts NRCS funding. Sufficient funds are available in the Land Conservation Department's PACE budget for the estimated purchase price of this easement.



Sherry Oja  
Finance Director

LEGAL NOTE:

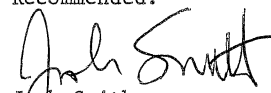
The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 93.73, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

This resolution authorizes the Land Conservation Department (LCD) to finalize acquisition of the Agricultural Conservation Easement under the Purchase of Agricultural Conservation Easement Program (PACE) for the John and Kathy Morton Property, which is described as follows:

Sixty-seven (67) acres of real property located in part of Section 14, Township 2 North, Range 13 East, La Prairie Township, Rock County Tax Parcel Number 6-10-101.

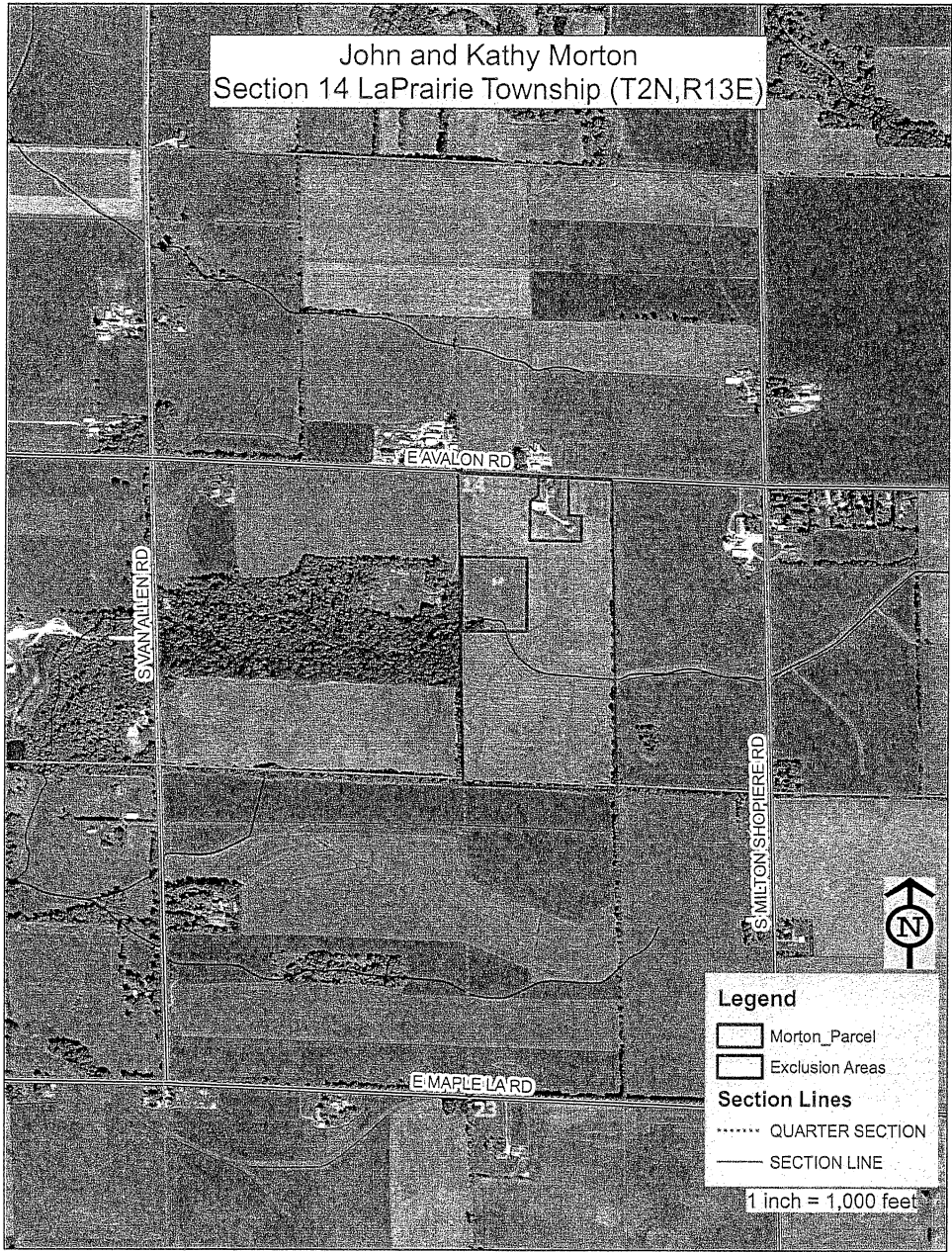
Acquisition of easements such as this is intended to protect and preserve productive agricultural lands in Rock County, encouraging and promoting the goals of a strong agricultural economy and community identity, intergovernmental cooperation, and a regional land use vision throughout the County.

The value of the Easement was determined by a qualified Real Estate Appraiser and reviewed by a third-party review appraiser, as per USDA-NRCS program guidelines.

If this resolution is approved, the LCD will complete the Easement acquisition process on the John and Kathy Morton Property, and submit Easement funding reimbursement documentation to the USDA-NRCS. Acquisition of the easements by Rock County is contingent upon funding from the USDA.



John and Kathy Morton  
Section 14 LaPrairie Township (T2N,R13E)



- Legend**
- Morton\_Parcel
  - Exclusion Areas
- Section Lines**
- ..... QUARTER SECTION
  - SECTION LINE

1 inch = 1,000 feet

RESOLUTION NO. \_\_\_\_\_

AGENDA NO. \_\_\_\_\_

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

LAND CONSERVATION  
COMMITTEE  
INITIATED BY



THOMAS SWEENEY  
DRAFTED BY

LAND CONSERVATION  
COMMITTEE  
SUBMITTED BY

APRIL 21, 2016  
DATE DRAFTED

**FINALIZING THE SAYRE JOINT FARMS, LLC PROPERTY AGRICULTURAL CONSERVATION  
EASEMENT ASSIGNMENT/DONATION**

- 1 **WHEREAS**, the Rock County Board of Supervisors officially approved the Rock County Purchase of  
2 Agricultural Conservation Easements (PACE) Program and adopted the document entitled Rock County  
3 PACE Program Manual, identifying and outlining all aspects of Program development and  
4 implementation, on January 13, 2011; and,  
5  
6 **WHEREAS**, the Rock County Board of Supervisors officially authorized staff to accept applications to  
7 the PACE Program for the donation of an Agricultural Conservation Easement and process applications  
8 according to the PACE program policies and procedures, on June 13, 2013; and,  
9  
10 **WHEREAS**, a PACE application was submitted by Sayre Joint Farms, LLC to the Land Conservation  
11 Department (LCD) in 2015 to purchase a PACE easement on approximately 356 acres of real property  
12 located in part of Sections 8 & 17, Township 3 North, Range 11 East, Town of Center, Rock County Tax  
13 Parcel Numbers; 6-4-131, 6-4-132, 6-4-129.1, 65-4.59, and 6-4-130.3; and,  
14  
15 **WHEREAS**, the application was recommended for approval by LCD and the PACE Council, approved  
16 by the LCC to be considered a donated easement in accordance with the Rock County PACE Program  
17 Manual, which only allows the LCD to fund administrative costs associated with title commitments, title  
18 insurance and the real estate appraisals; and,  
19  
20 **WHEREAS**, the LCD partnered with the Natural Heritage Land Trust (NHLT) to secure an alternative  
21 funding source from the Wisconsin Department of Natural Resources (DNR) Knowles-Nelson  
22 Stewardship Program (KNSP) to fund this Agriculture Conservation Easement purchase; and,  
23  
24 **WHEREAS**, NHLT notified the County in October 2015 that they had secured the necessary funding  
25 from the KNSP for this easement purchase and the acquisition process of the easement commenced; and,  
26  
27 **WHEREAS**, the easement will be purchased by the NHLT in 2016 and the easement will be assigned to  
28 the NHLT and Rock County, in partnership by DNR. After the purchase has been completed, the NHLT  
29 will assign the easement in full to the County.  
30  
31 **NOW, THEREFORE, BE IT RESOLVED**, the Rock County Board of Supervisors duly assembled this  
32 \_\_\_\_\_ day of \_\_\_\_\_, 2016, do by enactment of this Resolution authorizes and accepts the  
33 Agricultural Conservation Easement on the Sayre Joint Farms, Inc. Property and authorizes the LCD to  
34 undertake final necessary activities identified therein and obligate necessary funds to complete said  
35 activities.  
36  
37 **BE IT FURTHER RESOLVED**, the County Board Chair and/or the County Clerk will act as the  
38 County's agent(s) for closing of said easements.

Respectfully submitted:

LAND CONSERVATION COMMITTEE

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FISCAL NOTE:

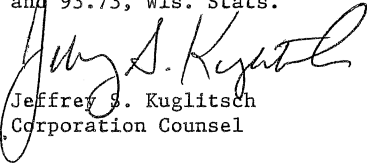
This resolution authorizes the acceptance of an agricultural conservation easement. The only costs to the County are for appraisal and the title search and insurance (approximately \$3,000). Sufficient funds are available in the Land Conservation Department's PACE budget for these estimated costs.



Sherry Oja  
Finance Director

LEGAL NOTE:

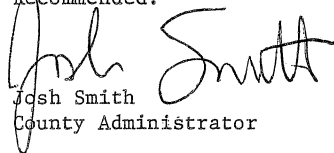
The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 93.73, Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

## EXECUTIVE SUMMARY

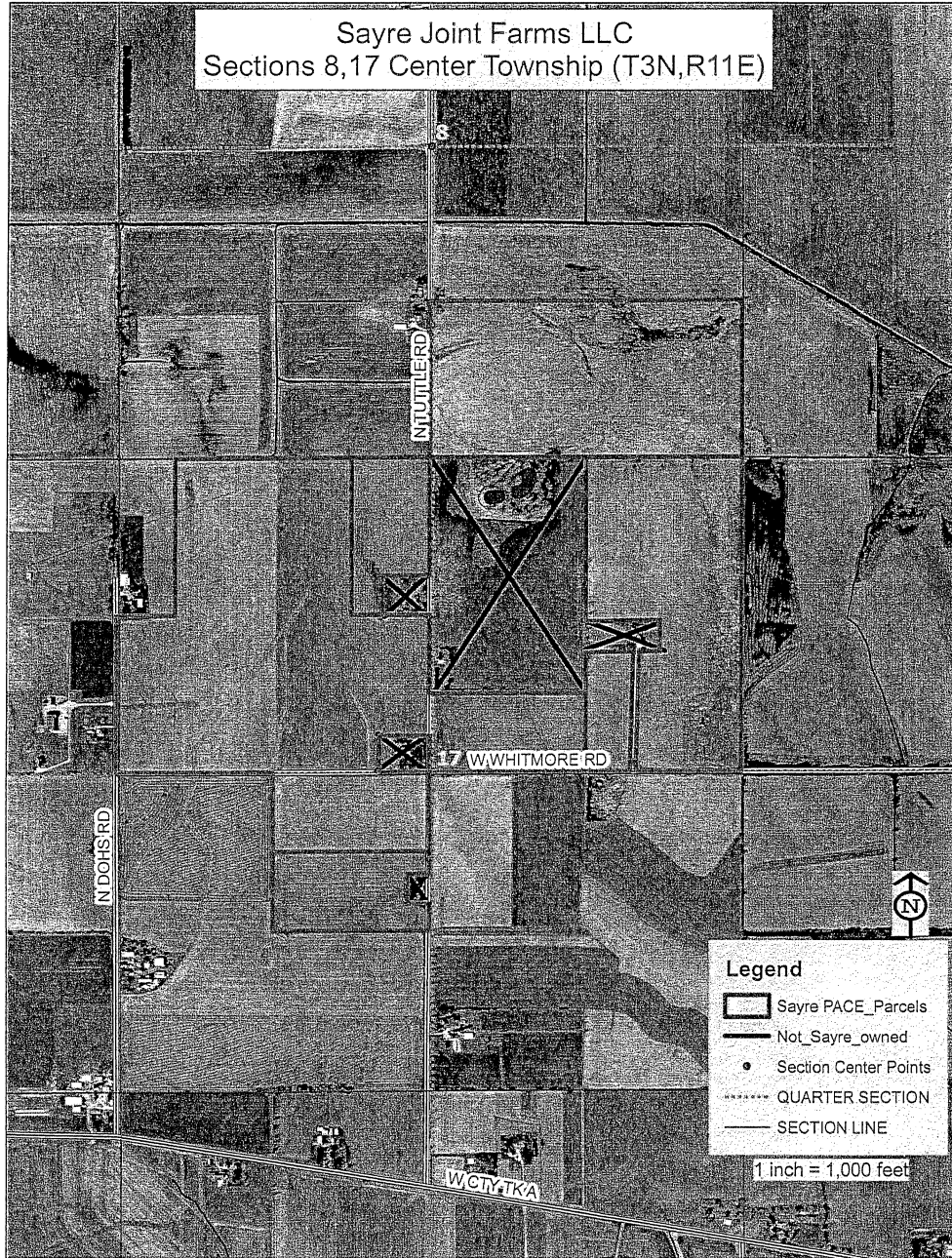
This resolution authorizes the Land Conservation Department (LCD) to finalize acquisition of the Agricultural Conservation Easement under the Purchase of Agricultural Conservation Easement Program (PACE) for the Sayre Joint Farm Properties, which will be the first Easement acquired through an alternative funding source by the Program. The easement purchased through the alternative funding will be the same as if a landowner donated the full easement to the county, which only includes administration costs associated with the purchase. Those costs are associated with the Appraisal and the title search and insurance, or approximately \$3,000.00.

Acquisition of easements such as this is intended to protect and preserve productive agricultural lands in Rock County, encouraging and promoting the goals of a strong agricultural economy and community identity, intergovernmental cooperation, and a regional land use vision throughout the County.

For this aspect of the PACE Program, the value of the Easement was determined by a qualified Real Estate Appraiser utilizing IRS approved standards and criteria. Conducting this appraisal process allows the landowner to deduct the value of the easement from their income taxes as a non-cash charitable donation.

If this resolution is approved, the LCD will complete the Easement acquisition process on the Sayre Property.

Sayre Joint Farms LLC  
Sections 8,17 Center Township (T3N,R11E)



## SAYRE EASEMENT ASSIGNMENT AGREEMENT

This Agreement is made by and between the Natural Heritage Land Trust, Inc., a Wisconsin nonstock corporation that is recognized as exempt from taxation under I.R.C. § 501(c)(3) (hereinafter the “Land Trust”) and Rock County, a political subdivision of the State of Wisconsin as defined in Sec. 93.73 (1m) (f), Wis. Stats. (hereinafter the “County”).

### RECITALS

WHEREAS, Sayre Joint Farm LLC (hereinafter “Landowner”) desires to place a conservation easement over its property in the Town of Center, Rock County, Wisconsin (hereinafter the “Property”) which is legally described in Exhibit A; and

WHEREAS, the Land Trust has identified the Property as an important conservation area because of its productive farm soils and because of the Landowner’s enrollment of the Property in the Wisconsin Department of Natural Resources Footville Voluntary Leased Public Hunting Program; and

WHEREAS, the Land Trust has secured funding from the Knowles-Nelson Stewardship Program to purchase a conservation easement over the Property; and

WHEREAS, the County’s Purchase of Agricultural Conservation Easements (PACE) Program has identified the Property as an “eligible parcel” worthy of protection under the PACE Program; and

WHEREAS, the County and Land Trust desire to work cooperatively to provide for the long-term protection of the agricultural and conservation values of the Property through the use of an Agricultural Conservation Easement (hereinafter the “Easement”) over the property ; and

WHEREAS, the County and Land Trust agree that the Land Trust is well-suited to secure the Easement over the Property and the County is well-suited to manage the Easement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and for good and valuable consideration, the Land Trust and County hereby enter into this Agreement.

### GENERAL AGREEMENT

The Land Trust shall seek to obtain an Easement over the Property naming the Land Trust and County as Grantees to the Easement. In the event that the Landowner conveys the Easement to the Land Trust and County, the Land Trust will subsequently assign its interest in the Easement to the County on the terms and conditions set forth in this Agreement.

1. The Land Trust will prepare a “Baseline Documentation Report” as provided in Treas. Reg. § 1.170A-14 (g)(5) sufficient to establish the condition of the

Property at the time the proposed Easement is conveyed to the Land Trust and County.

2. The Land Trust will accept a holder's interest in the Easement and record the same in the Office of the Rock County Register of Deeds, subject to the determinations of the Land Trust that the covenants, terms and provisions of the Easement are: (i) consistent with the requirements for a qualified conservation contribution under Section 170(h) of the Internal Revenue Code, the regulations promulgated thereunder and the policies of the Land Trust and (ii) adequate to protect the conservation values of the Property as shown in the Baseline Document Report.
3. The County will accept a holder's interest in the Easement (recorded in the Rock County Register of Deeds as Item 2 above) subject to the determinations of the Land Conservation Department that the covenants, terms and provisions of the Easement are consistent with the requirements of the guiding principles of the County PACE Program and the Conservation Easement document is adequate to protect the conservation values of the Property as defined in the Baseline Report.
4. The Land Trust shall assign its interest in the Easement to the County by recording an Assignment of Conservation Easement in substantially the form attached hereto as Exhibit B in the office of the Rock County Register of Deeds. Such assignment shall be made at a time mutually determined by the Land Trust and County, subject to the approval of the Wisconsin DNR to assign the Stewardship Program grant contract from the Land Trust to Rock County.
5. The County shall accept the assigned Easement and evidence its acceptance of the obligations of its holder's interest by executing the Assignment of Conservation Easement.
6. The Land Trust shall transfer the baseline documentation report for the Easement to the County.
7. Notices shall be made to the Land Trust and the County at the following addresses, or to a different person or address upon notification of either party:

Rock County  
Land Conservation Department  
440 N US Hwy 14  
Janesville, WI 53546

Natural Heritage Land Trust  
Jim Welsh, Executive Director  
303 S. Paterson Street, #6  
Madison, WI 53703

8. In the event of a dispute among the parties to this Agreement regarding the provisions of this Agreement, any party may, by written notice to the other parties, call for mediation of the dispute before a mediator to be agreed upon by the parties. If the dispute is not resolved by mediation within 30 days of such notice, then any party may proceed to exercise all rights and remedies available under applicable law and this Agreement.
9. If any provision or specific application of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific application of this Agreement shall remain valid and binding.
10. The parties may execute this Agreement 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.
11. The laws of the State of Wisconsin shall govern the interpretation and performance of this Agreement. Any general rules of construction to the contrary, ambiguities in this Agreement shall be construed in a manner that best effectuates the purpose of this Agreement.

Dated this \_\_\_ day of \_\_\_\_\_, 2016,

NATURAL HERITAGE LAND TRUST, INC.

By: \_\_\_\_\_  
 James Welsh, Executive Director

STATE OF WISCONSIN    )  
   ) ss.  
 COUNTY OF \_\_\_\_\_)

Personally came before me this \_\_\_\_ day of \_\_\_\_, 2016, the above named James Welsh, Executive Director of Natural Heritage Land Trust, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
 Notary Public, State of Wisconsin  
 My commission is/expires: \_\_\_\_\_





Document No.

Draft 4/15/2016

**ASSIGNMENT OF CONSERVATION EASEMENT**

Return to:  
Natural Heritage Land Trust  
303 S. Paterson Street, #6  
Madison, WI 53703

Parcel Identification Numbers:

**ASSIGNMENT OF CONSERVATION EASEMENT**

THIS ASSIGNMENT OF CONSERVATION EASEMENT (the "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between Natural Heritage Land Trust, Inc., a Wisconsin nonstock corporation that is recognized as exempt from taxation under I.R.C. § 501(c)(3) ("Assignor"), and County of Rock a political subdivision of the State of Wisconsin as defined in Sec. 93.73 (1m) (f), Wis. Stats. ("Assignee").

**RECITALS:**

A. Assignor, as grantee, and Sayre Joint Farm, LLC, as grantor, entered into that certain Grant of Agricultural Conservation Easement dated Month Day, 2016 and recorded on Month Day, 2016 in the Office of the Register of Deeds for Rock County as Document No. XXX ("Easement").

B. Assignor desires to assign its rights and obligations under the Easement to Assignee and Assignee desires to accept such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Assignment of Easement. Assignor hereby assigns, transfers, sets over and delivers

unto Assignee all of Assignor's right, title and interest in and to the Easement and Assignee hereby accepts such assignment.

2. Assumption of Obligations. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Easement.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

4. Governing Law. This Assignment shall be governed by, interpreted under and construed and enforceable with the laws of the State of Wisconsin.

5. Reversion. The Easement shall automatically revert to the Assignor in the event any of the following occur:

- a. the Assignee ends its PACE Program????

Following such automatic reversion, the Assignor shall record a statement with the Rock County Register of Deeds stating that the Easement has reverted to the Assignor as set forth in this paragraph, but the failure to do so shall not be prevent an automatic reversion from occur under this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

**ACKNOWLEDGEMENT**

Assignor NATURAL HERITAGE LAND TRUST, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WISCONSIN )  
                                  ) ss.  
COUNTY OF DANE        )

On \_\_\_\_\_, 20\_\_ , before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

