

Table Of Contents

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete

It appears that all attachments in the application have been processed correctly. Please review the uploads to ensure the full contents of all attached files display as expected. Not all file types may accurately print to PDF.

Additional Information to be Submitted

Online Forms

1. Other

- (Upload #1): Tract 1 deed
- (Upload #2): Tract 2 deed
- (Upload #3): Indirect cost statement
- (Upload #4): tract 1 grant contract
- (Upload #5): tract 1 CE
- (Upload #6): Tract 2 CE
- (Upload #0): Project Narrative
- (Upload #0): Project Abstract Summary

2. Project Narrative

- (Upload #0): Tract 1 deed
- (Upload #0): Tract 2 deed
- (Upload #0): Indirect cost statement
- (Upload #0): tract 1 grant contract
- (Upload #0): tract 1 CE

- (Upload #0): Tract 2 CE
- (Upload #7): Project Narrative
- (Upload #0): Project Abstract Summary

3. Project Abstract Summary (Version 2.0)

- (Upload #0): Tract 1 deed
- (Upload #0): Tract 2 deed
- (Upload #0): Indirect cost statement
- (Upload #0): tract 1 grant contract
- (Upload #0): tract 1 CE
- (Upload #0): Tract 2 CE
- (Upload #0): Project Narrative
- (Upload #8): Project Abstract Summary

4. SF-424 Application for Federal Assistance (Version 4.0)

5. SF-424A Budget Information - Non-Construction

6. SF-LLL Disclosure of Lobbying Activities (Version 2.0)

Note: Upload document(s) printed in order after online forms.

Disclosures

It appears that all attachments in the application have been processed correctly. Please review the uploads to ensure the full contents of all attached files display as expected. Not all file types may accurately print to PDF.

Project Abstract Summary

This Project Abstract Summary form must be submitted or the application will be considered incomplete. Ensure the Project Abstract field succinctly describes the project in plain language that the public can understand and use without the full proposal. Use 4,000 characters or less. Do not include personally identifiable, sensitive or proprietary information. Refer to Agency instructions for any additional Project Abstract field requirements. If the application is funded, your project abstract information (as submitted) will be made available to public websites and/or databases including USAspending.gov.

* Funding Opportunity Number

F26AS00026

CFDA(s)

15.623

* Applicant Name

WISCONSIN WATERFOWL ASSOCIATION INC

* Descriptive Title of Applicant's Project

Wisconsin Priority Ecological Landscapes Initiative

* Project Abstract

Application for Federal Assistance SF-424

Version 04

* 1. Type of Submission:

- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

* 3. Date Received:

05/06/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 05/06/2026

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: WISCONSIN WATERFOWL ASSOCIATION INC

* b. Employer/Taxpayer Identification Number (EIN/TIN):

391463462

* c. UEI:

VZG XK MJBNPS3

d. Address:

* Street1:

834 Criglas Rd

Street2:

* City:

Wales

County:

* State:

Wisconsin

Province:

* Country:

UNITED STATES

* Zip / Postal Code:

53183-9786

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Brad

Middle Name:

* Last Name:

Heidel

Suffix:

Title:

Executive Director

Organizational Affiliation:

* Telephone Number: 651-403-1772

Fax Number:

* Email:

bheidel@wisducks.org

Application for Federal Assistance SF-424

Version 04

9. Type of Applicant 1: Select Applicant Type:

Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

DOI-US Fish and Wildlife Service

11. Catalog of Federal Domestic Assistance Number:

15.623

CFDA Title:

North American Wetlands Conservation Fund

*** 12. Funding Opportunity Number:**

F26AS00026

* Title:

F26AS00026-NAWCA 2026-2 US Standard Grants

13. Competition Identification Number:

F26AS00026

Title:

F26AS00026-NAWCA 2026-2 US Standard Grants

14. Areas Affected by Project (Cities, Counties, States, etc.):*** 15. Descriptive Title of Applicant's Project:**

Wisconsin Priority Ecological Landscapes Initiative

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 04

16. Congressional Districts Of:* a. Applicant * b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	1373112
* b. Applicant	236800
* c. State	665118
* d. Local	405000
* e. Other	1514882
* f. Program Income	0
* g. TOTAL	4194912

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

Version 04

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET INFORMATION - Non-Construction Programs**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. NAWCF-North American	15.623			\$1,373,112.00	\$2,821,800.00	\$4,194,912.00
2. NAWCF-North American						
3. NAWCF-North American						
4. NAWCF-North American						
5. Totals				\$1,373,112.00	\$2,821,800.00	\$4,194,912.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) NAWCF-North American	(2) NAWCF-North American	(3) rican Wetlands Conservatio	(4) can Wetlands Conservatio	
a. Personnel	\$48,058.00				\$48,058.00
b. Fringe Benefits					
c. Travel	\$1,458.00				\$1,458.00
d. Equipment					
e. Supplies	\$4,500.00				\$4,500.00
f. Contractual	\$4,083,342.00				\$4,083,342.00
g. Construction					
h. Other	\$21,250.00				\$21,250.00
i. Total Direct Charges (sum of 6a-6h)	\$4,158,608.00				\$4,158,608.00
j. Indirect Charges	\$36,304.00				\$36,304.00
k. TOTALS (sum of 6i and 6j)	\$4,194,912.00				\$4,194,912.00
7. Program Income					

Authorized for Local ReproductionStandard Form 424A (Rev. 7-97)
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8 NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)	\$236,800.00	\$665,118.00	\$1,919,882.00	\$2,821,800.00
9. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
10. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
11. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
12. TOTAL (<i>sum of lines 8-11</i>)	\$236,800.00	\$665,118.00	\$1,919,882.00	\$2,821,800.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$1,373,112.00	\$343,278.00	\$343,278.00	\$343,278.00	\$343,278.00
14. Non-Federal	\$2,821,800.00	\$705,450.00	\$705,450.00	\$705,450.00	\$705,450.00
15. TOTAL (<i>sum of lines 13 and 14</i>)	\$4,194,912.00	\$1,048,728.00	\$1,048,728.00	\$1,048,728.00	\$1,048,728.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)	\$686,556.00	\$686,556.00		
17. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
18. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
19. NAWCF-North American Wetlands Conservation Fund (DBHC, HQ)				
20. TOTAL (<i>sum of lines 16-19</i>)	\$686,556.00	\$686,556.00		

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges: fixed
23. Remarks:	

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 4040-0013

Expiration Date 06/30/2028

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. ☐ b. bid/offer/application ☐ c. initial award ☐ d. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Wisconsin Waterfowl Association 834 Criglas Rd Wales, WI 53183-9786 Congressional District, if known: 05	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency: Department of Interior	7. Federal Program Name/Description: US Fish and Wildlife Service CFDA Number, if applicable: 15.623	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Mr. Heidel, Brad 6550 Simpson Rd Dane, WI 53529-9770	b. Individuals Performing Services (including address if different from No. 10a) <i>(if individual, last name, first name, MI):</i> Mr. Heidel, Brad	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		

Signature: Peter Ziegler
 Print Name: Mr. Heidel, Brad
 Title:
 Telephone No: 651-403-1772 Date: 05/06/2026

Upload #1

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Tract 1 deed

Document Number	PERSONAL REPRESENTATIVE'S DEED
Document Name	

THIS DEED, made between

Jon M. Burkepile and Brian D. Larson Co-Personal Representatives of the estate of Norma Diane Burkepile a/k/a Norma D. Burkepile

("Grantor," whether one or more), and

Cedar Lakes Conservation Foundation, Inc., a Wisconsin non-stock corporation

("Grantee," whether one or more).

Grantor conveys to Grantee, without warranty, the following described real estate, together with the fixtures, profits, rents, and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (If more space is needed, please attach addendum):

Document # **1599384**
WASHINGTON COUNTY WISCONSIN
2024-08-01 1:02:00 PM

Sharon A. Martin

SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS

Fee: **\$30.00**

Transfer Fee: **\$5025.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Lighthouse Title - Abstract & Title**
Pages: **2**

Recording Area

Name and Return Address:
Cedar Lake Conservation Foundation
PO Box 347
West Bend WI 53095

T13-0360400 and T13-0360200
Parcel Identification Number (PIN)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Personal Representative by this Deed does convey to Grantee all of the estate and interest in the Property which Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated: 07/31/2024 06:25 PM EDT

PERSONAL REPRESENTATIVE:

Estate of Norma Diane Burkepile

BY: *Jon M Burkepile* 
Jon M. Burkepile
Personal Representative

BY: *Brian D Larsen* 
Brian D. Larsen
Personal Representative

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this day by Jon M. Burkepile.

Witness my hand and official seal, this the _____ day of _____, 2024.

Notary Public
My Commission Expires: _____
(SEAL)

THIS INSTRUMENT DRAFTED BY:
Jon Burkepile

(Signatures may be authenticated or acknowledged. Bot

* Type name below signatures

ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF CHARLES

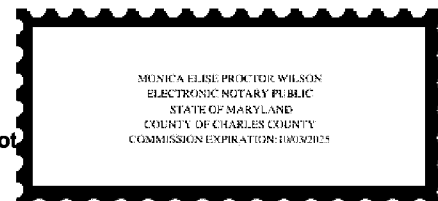
The foregoing instrument was acknowledged before me this day by Brian D. Larsen. and **Jon M. Burkepile.**

Witness my hand and official seal, this the 31ST day of JULY, 2024.

Monica Elise Proctor Wilson



Notary Public
My Commission Expires: 10/03/2025
(SEAL)



Online Notary Public. This notarial act involved the use of online audio/video communication technology.
Notarization facilitated by SIGNiX®

EXHIBIT "A"

Parcel 1:

The Southeast 1/4 of the Southeast 1/4 of Section 21, Township 11 North, Range 19 East, in the Town of West Bend, Washington County, Wisconsin, excepting therefrom those parts thereof as described in Volume 190, page 289, Document Number 217193; and Volume 205, page 402, Document Number 228713 (said instrument is now known and described in part as Lot 1, Certified Survey Map Number 3265, Volume 19, page 175, as Document Number 533155).

Parcel 2:

The Southwest 1/4 of the Southeast 1/4 of Section 21, Township 11 North, Range 19 East, in the Town of West Bend, Washington County, Wisconsin, excepting therefrom that part thereof as described in Volume 529, page 75, as Document Number 336476 (said instrument is now known and described as Lots 1 and 2, Certified Survey Map Number 5185, recorded in Volume 36, page 176, as Document Number 847032).

Upload #2

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Tract 2 deed

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between TODD M. OWEN, undivided 2/3 interest and JOHN R. OWEN, undivided 1/3 interest, ("Grantor," whether one or more), and CEDAR LAKES CONSERVATION FOUNDATION, INC., a Wisconsin Corporation, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Document # 1602247
WASHINGTON COUNTY WISCONSIN
2024-09-30 7:38:00 AM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS

Fee: \$30.00

Transfer Fee: \$1230.00

***The above recording information verifies
this document has been electronically recorded***
Returned to Wisconsin Abstract & Title, Inc.
Pages: 2

Recording Area

Name and Return Address
CEDAR LAKES CONSERVATION
FOUNDATION, INC.
P O Box 347
West Bend, WI 53095

T13 0130200

Parcel Identification Number (PIN)

This is not homestead property
(is) (is not)

The Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nineteen (19) East, Washington County, Wisconsin, except those portions used or dedicated for highway purposes.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building & use restrictions & covenants, general taxes levied in the year of closing.

Dated September 20, 2024

Todd M. Owen
*TODD M. OWEN

(SEAL)

*JOHN R. OWEN

(SEAL)

*

(SEAL)

*

(SEAL)

AUTHENTICATION

Signature(s)

authenticated on

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Donald A. Levy, Attorney at Law



ACKNOWLEDGMENT

STATE OF WISCONSIN)

WASHINGTON)

COUNTY) ss.

Personally came before me on September 13, 2024
the above-named Todd M. Owen

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Susan Conti
*Susan Conti

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 8-28-26)

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between **TODD M. OWEN**, undivided 2/3 interest and **JOHN R. OWEN**, undivided 1/3 interest, ("Grantor," whether one or more), and **CEDAR LAKES CONSERVATION FOUNDATION, INC.**, a Wisconsin Corporation, ("Grantee," whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Washington County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

Recording Area

Name and Return Address
 CEDAR LAKES CONSERVATION
 FOUNDATION, INC.
 P.O. Box 347
 West Bend, WI 53095

T13 0130200

Parcel Identification Number (PIN)

This is not homestead property.
 (is) (is not)

The Southeast Quarter of the Southeast Quarter (SE ¼ SE ¼) of Section Seventeen (17), Township Eleven (11) North, Range Nineteen (19) East, Washington County, Wisconsin, except those portions used or dedicated for highway purposes.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: Municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building & use restrictions & covenants, general taxes levied in the year of closing.

Dated September 20, 2024.

 (SEAL) *TODD M. OWEN

John Owen
 (SEAL) *JOHN R. OWEN

 (SEAL) *

Kristen Valladares
 (SEAL) NOTARY PUBLIC - STATE OF COLORADO
 NOTARY # 20194028832
 MY COMMISSION EXPIRES JUL 31, 2027

AUTHENTICATION

Signature(s) _____

authenticated on _____

*

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
 authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
 Donald A. Levy, Attorney at Law

ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
Boulder COUNTY)

Personally came before me on September 18, 2024
 the above-named JOHN R. OWEN

to me known to be the person(s) who executed the foregoing
 instrument and acknowledged the same.

Kristen Valladares
 * Notary Public, State of Colorado
 My Commission (is permanent) (expires: July 31, 2027)

Page 2 of 2

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

* Type name below signatures.

Upload #3

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Indirect cost statement

PROPOSAL EMAIL ATTACHMENTS

Have you sent the following to dbhc@fws.gov?

- **Copies of Easements, Leases, and Deeds-** Attached
- **Applicant Indirect Cost Rate Statement**
 - We are an organization with a current negotiated indirect cost rate. In the event we receive an award, we will charge indirect costs per our current negotiated rate agreement. Attached is a copy of our current rate agreement.
 - We are an organization with a negotiated indirect cost rate that has expired. Attached is copy of our most recently negotiated rate agreement. If we receive an award, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award date. We understand we must provide the Service a copy of our approved rate agreement before charging indirect costs to the Federal award.
 - We are an organization that has never negotiated an indirect cost rate with our cognizant agency. Our indirect cost rate is [insert rate], which is charged against [insert a complete description of the direct cost base used to distribute indirect costs to the award]. If we receive an award, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award date. We understand we must provide the Service a copy of our approved rate agreement before charging indirect costs to the Federal award.
 - ❖ We are an organization that does not have a current negotiated (including provisional) rate. In the event an award is made, we elect to charge the 15% *de minimis* rate of Modified Total Direct Costs as defined in 2 CFR 200.414. We understand we must use this methodology consistently for all Federal awards until such time as we negotiate a different rate with our cognizant agency. We understand that we must notify the Service in writing if during the award period we establish a rate that changes the methodology used to charge indirect costs to the award. We understand that additional Federal funds may not be available to support an unexpected increase in indirect costs and that such changes are subject to review, negotiation, and prior approval by the Service.
 - We are an organization submitting a [insert either “Cooperative Fish and Wildlife Research Unit Program” or “Cooperative Ecosystem Studies Unit Network”] project proposal, which has an indirect cost rate cap of [insert rate; CRU is currently 15%; CESU is currently 17.5%]. In the event we receive an award, we understand that if we have a current negotiated (including provisional) rate we must charge the program’s capped indirect cost rate to the same base identified in our approved indirect cost rate agreement, per 2 CFR §1402.414. If we do not have current negotiated (including provisional) rate, we understand we must charge the capped indirect cost rate against Modified Total Direct Costs (MTDC) as defined in 2 CFR 200.1.
 - We are an organization that will charge all costs directly.
- **SF-FAC Single Audit Reporting Statement, if applicable**

WWA did not spend more than 1,000,000 in federal funds last year, so no single audit was required.
- **GIS Shapefile of Project Area and Tract(s) as a .zip file attached**

Upload #4

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: tract 1 grant contract

STEWARDSHIP GRANT AND
MANAGEMENT CONTRACT FOR
NON-PROFIT LAND ACQUISITION
Form 8700-304 (09/14) Page 1

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, Wisconsin 53707-7921

Project Number:

HA6-25-331

Sponsor:

Cedar Lakes Conservation Foundation, Inc.

Project Title:

Burkepile Acquisition

Program Name:

Knowles-Nelson Stewardship Habitat Areas Grant Program

Payment Period: (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Stewardship Grant and Management Contract, hereinafter referred to as the "Contract".)

March 1, 2025 through June 30, 2027

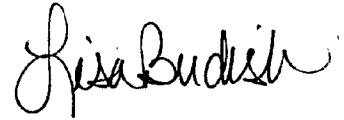
Project Scope and Purpose:

Scope: Fee simple acquisition of approximately 61 acres of property in Washington County, Wisconsin, which is described in the legal description attached hereto as Exhibit A and made part of this Contract by reference (hereinafter referred to as the "Stewardship Property").

Purpose:

Pursuant to ss. 23.092, 23.175, and 23.17, Wis. Stats., the primary purpose of this Contract and the Land Management Plan incorporated by reference herein is to protect, enhance and restore wildlife habitat and natural communities on the Stewardship Property, to enhance opportunities for wildlife-based outdoor recreation, enhance the Ice Age Trail, preserve public access to and enjoyment of outdoor resources, and to confine the use of the Stewardship Property to activities that are consistent with those objectives (hereinafter referred to as the "Project Purpose").

Document # **1616407**
WASHINGTON COUNTY WISCONSIN
2025-07-02 2:26:00 PM



LISA BUDISH
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Lighthouse Title - Abstract & Title**
Pages: **7**

Name and Return Address

Cedar Lakes Conservation Foundation, Inc.
PO Box 347
West Bend, WI 53095

Parcel Identification Number (PIN)

T13-0360400

T13-0360200

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Stewardship Property and shall be effective limitations on the use of the Stewardship Property from the date of recording of this Contract and shall bind the parties hereto and their respective personal representatives, successors and assigns, in perpetuity.

By acceptance of this Contract, the Sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the Stewardship Property or convert it to uses inconsistent with this Contract without the prior written approval of the Secretary of the Wisconsin Department of Natural Resources, the Secretary's designee or successor.

Project Costs:	
Total project costs	\$1,334,110.00
Stewardship grant amount	\$666,118.00
Sponsor share from other DNR-administered grants	\$0.00
Sponsor share from credit from previous grant or value of land used as match	\$0.00
Total Grant Amount	\$666,118.00

The following documents are hereby incorporated into and made part of this Contract by reference:

1. Chapter NR 51 and NR 52, Wisconsin Administrative Code.
2. Section 23, Wisconsin Statutes.
3. Grant Application, attachments and addendums.
4. Department-approved Land Management Plan.

TERMS AND CONDITIONS OF THE CONTRACT

This Contract is entered into by and between the Sponsor and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Department"), in accordance with s. 23.096, Wis. Stats., for the purpose of awarding a Stewardship grant and establishing conditions of management for the Stewardship Property acquired with the grant funds. The Department and Sponsor mutually agree to the following terms and conditions:

Essential Provisions:

1. If the Sponsor violates any of the following conditions of this Contract, which are identified as essential in s. NR 51.07(3), Wis. Adm. Code, pursuant to s. 23.096(5), Wis. Stats., and fails to correct the condition within six months after written notification to the Sponsor from the Department, all title, right and interest in the Stewardship Property held by the Sponsor shall automatically vest in the State of Wisconsin without the necessity of reentry or legal judgment:
 - a. Pursuant to ss. NR 51.007(1) and 51.07(3)(a), Wis. Adm. Code, conversion of the Stewardship Property to any use other than that specified in this Contract and the Land Management Plan without the prior written approval of the Department is prohibited.
 - b. Pursuant to s. 51.07(3)(b), Wis. Adm. Code, sale or conveyance of the Stewardship Property, or any interest in the Stewardship Property, to a third party without the prior written approval of the Department is prohibited. If the Department does approve a conveyance to a third party, all Stewardship conditions imposed by this Contract and the Land Management Plan shall remain with the Stewardship Property. Any transfer or sale of the Stewardship Property in fee may only be to a nonprofit conservation organization qualified for Stewardship grants, pursuant to ss. 23.096 and 23.0955(1), Wis. Stats., or to a local, state or federal unit of government. Any subsequent owner shall execute an Assignment of Stewardship Grant and Management Contract, which states that it has received and reviewed this Contract and the Land Management Plan and shall abide by their provisions. Department approval of any transfer is not valid until the Assignment of Stewardship Grant and Management Contract has been signed by the Department and assignee and recorded in the Office of the Register of Deeds in the county where the Stewardship Property is located. The Sponsor shall not allow any leases, mortgages, permits, easements or encumbrances of any kind on the Stewardship Property without the prior written approval of the Department. The Department may take actions necessary to avoid the placement of liens, judgments or encumbrances against the Stewardship Property.
 - c. Pursuant to s. 23.096(3)(b), Wis. Stats., and s. NR 51.07(3)(c), Wis. Adm. Code, the Sponsor shall pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Stewardship Property by competent authority.
 - d. Pursuant to s. NR 51.07(3)(d), Wis. Adm. Code, the Sponsor warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that it is a qualified tax exempt organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and that the persons executing this Contract are authorized to act on its behalf. The Sponsor shall notify the Department of any changes in, or challenges to, its tax-exempt status or to its mission of acquiring property for conservation purposes.
 - e. The Sponsor shall comply with all public access provisions in Chapter 23 Wis. Stats. and Chapters NR 51 and NR 52, Wis. Adm. Code. Any Department determinations to allow the prohibition of one or more nature based outdoor activities on the Stewardship Property are noted in this Contract under the Other Terms and Conditions. The Sponsor agrees to contact the Department if any of the factors identified in s. NR 52.05, Wis. Adm. Code, changes such that prohibition of any nature based outdoor activity may be necessary or is no longer necessary. Authority to allow such a prohibition rests solely in the Department.
2. Pursuant to s. NR 51.03(2), Wis. Adm. Code, if the Sponsor dissolves or ceases to exist, all title, right and interest held by the Sponsor in and to the Stewardship Property shall automatically vest in the State of Wisconsin, without the necessity of reentry or legal judgment, unless a transfer under paragraph 1.b. above is approved by the Department.

Grant and Financial Provisions:

3. In consideration of the covenants made by the Sponsor herein, the Department promises to obligate to the Sponsor the amount specified in Project Costs above as the "Total award amount" and will tender to the Sponsor that portion of the obligation that is required to pay the Department's share of costs. Except as provided in s. 23.096 (2m), Wis. Stat., the Department's share of costs is based upon the Department providing up to fifty (50) percent of eligible acquisition costs, as defined in NR 51.002(1), Wis. Adm. Code,

not to exceed the amount of cash needed to cover those costs. At all times before and after the execution of this Contract, the Sponsor shall notify the Department of all amounts of funding from government sources that are restricted to eligible acquisition costs of the Stewardship Property. No part of the Grant Award may be received by the Sponsor as cash back in excess of the monies actually needed to pay for eligible acquisition costs. The Sponsor shall return to the Department any excess funds, as determined by the Department, received as part of the Grant Award.

4. Sponsor's failure to comply with the terms of this agreement may, at the Department's discretion, result in the suspension of all obligations of the State. The Department shall provide written notice of the suspension to the Sponsor, which shall be effective immediately unless otherwise noted. If suspended, the Department may still provide assistance to Sponsor under this agreement to settle at minimum cost any irrevocable obligations properly incurred.
5. Grant payments may not be disbursed to the Sponsor until the following conditions have been met to the satisfaction of the Department:
 - a. The value of the Stewardship Property has been certified by the Department according to Department valuation guidelines.
 - b. The Department has approved an Environmental Inspection Report for the Stewardship Property.
 - c. The Department has approved title insurance or other evidence of marketable title for the Stewardship Property.
 - d. The Department has approved a Land Management Plan for the Stewardship Property.
 - e. The Sponsor has submitted a claim for payment supported by appropriate evidence of cost, which meets Department accounting standards.
 - f. This Contract has been recorded with the Register of Deeds in the county in which the Stewardship Property is located or the Department has approved an escrow closing under s. NR 51.08(4).
 - g. A warranty deed has been executed and recorded with the Register of Deeds in the county in which the Stewardship Property is located or the Department has approved an escrow closing under s. NR 51.08(4), Wis. Adm. Code.
6. The Sponsor shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
7. Pursuant to s. NR 51.005(1) Wis. Adm. Code, the Sponsor shall remit to the Department that percentage of all revenues from the sale of any structures, improvements or personal property that were included in the appraisal equal to the percentage of cost-sharing received.
8. Pursuant to s. NR 51.005(2) Wis. Adm. Code, income accruing to the Stewardship Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project if approved by the Department in writing. However, if the Stewardship Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11, Wis. Stats.
9. Pursuant to s. 23.09165(3)(h), Wis. Stats. and s. NR 51.005(3), Wis. Adm. Code, and if approved in writing by the Department, reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs.

General Provisions:

10. Pursuant to s. NR 51.005(4), Wis. Adm. Code, the Sponsor agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling the terms of this Contract, including, but not limited to, general and special zoning, land use permit requirements, disabled access, environmental quality, historical preservation, and human burial sites preservation. In particular, the Sponsor agrees to comply with the provisions of s. 23.096, Wis. Stats., and Ch. NR 51, Wis. Adm. Code and with ss. 32.19 to 32.27, Wis. Stats., and Ch. Adm. 92, Wis. Adm. Code relating to relocation. In the event there are any inconsistencies between the statutes and code and this Contract, the statutes and code shall govern.
11. If human remains or objects related to human burials are encountered during project activities, work in the vicinity must be halted immediately (s. 157.70, Wis. Stats. and Chapter HS 2, Wis. Adm. Code). Contact law enforcement and the Wisconsin Historical Society State Historic Preservation Office for guidance (800-342-7834 or 608-264-6507), but do not remove the remains, if possible. Disturbance to a human burial site must be reported to the State Historic Preservation Officer (s. 157.70(3)a, Wis. Stats.) and work may not resume until the discovery can be investigated by a Qualified Archaeologist (as defined under s. 157.70(1)(i), Wis. Stats. and HS 2.04(6), Wis. Adm. Code).
12. If any provision of this Contract is determined by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.
13. This Contract, together with any referenced parts and attachments, constitutes the entire Contract, and any previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.
14. Any ambiguities in this Contract shall be construed in a manner that best effectuates the protection of the natural values of the Stewardship Property.

15. The Sponsor may rescind this Contract in writing at any time before expending grant funds. After the Sponsor has expended grant funds, this Contract and the Land Management Plan may be rescinded, modified, or amended only by mutual agreement in writing, except that time extensions of the "Payment Period" may be granted by the Department without the requirement of the Sponsor's signature.
16. This Contract shall be recorded by the Sponsor in the Office of the Register of Deeds in the county where the Stewardship Property is located, and the interests of the State under this Contract shall thereby be placed in the chain of title. The Department may re-record this Contract or any other document necessary to protect its rights under the Contract.
17. No portion of the Stewardship Property shall in the future be used to satisfy land area requirements for other property not subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been encumbered or extinguished by this Contract and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.
18. The Department agrees that the Sponsor shall have sole control over the method, hours worked, time and manner of any performance under this Contract other than as specifically provided herein. The Department takes no responsibility for supervision or direction of the performance of this Contract by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.
19. Pursuant to s. NR 51.005(7), Wis. Adm. Code, the Sponsor shall not discriminate against any person in the use and enjoyment of the Stewardship Property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, gender, national origin, ancestry, sexual orientation or military status.
20. Except for claims or costs arising out of the acts or omissions of the Department, its officers, employees and agents, the Sponsor agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring directly or indirectly in connection with or in any way arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
21. In certain cases described in this Contract, the Sponsor is required to obtain written approval from the Department prior to undertaking an action. Whenever such approval is required, the Sponsor shall notify the Department in writing. The request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit the Department to make an informed judgment as to its consistency with the Project Purpose and the terms of this Contract. The Department shall approve, conditionally approve, or deny the Sponsor's request in writing within sixty (60) days of receipt of the written request. The Department may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal violates the Project Purpose and/or the terms of this Contract and impairs the natural resource values of the Stewardship Property.
22. Pursuant to s. 23.09165, Wis. Stats. and additional specifications provided by the Department, the Sponsor shall acknowledge the Department's assistance in acquiring ownership of the Stewardship Property and provide notice of public access to the Stewardship Property, by placement of signs on the Stewardship Property. Signs shall be placed at major access points to the Stewardship Property and list the primary activities allowed or prohibited on the Stewardship Property.

Land Management Provisions:

23. Pursuant to s. NR 51.005(5), Wis. Adm. Code, the Sponsor is responsible for operation of the Stewardship Property and for providing adequate management and maintenance in a manner consistent with the Project Purpose and with the requirements and conditions of this Contract and the Land Management Plan.
24. Pursuant to s. NR 51.005(9), Wis. Adm. Code, the Department reserves the right to inspect the Stewardship Property for the purpose of ensuring that management is progressing in compliance with this Contract. The Department, its officers, employees and agents may enter the Stewardship Property in order to carry out any management activity necessary to ensure the public's rights and safety.

If the Sponsor fails to fulfill its responsibilities under the terms of this Contract, the Department shall have the right, but not the obligation, to undertake land management activities on the Stewardship Property in accordance with the terms of the Land Management Plan. Before undertaking such responsibility, the Department shall provide the Sponsor with six (6) months prior written notice of the land management activity required and give the Sponsor the opportunity to perform that activity within the six-month period, or within a reasonable time thereafter if more time is needed due to weather constraints.

25. Changes or revisions to the Land Management Plan may be made with written agreement of the Sponsor and Department.
26. Any activity on or use of the Stewardship Property that is inconsistent with the Project Purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited **unless approved in writing by the Department:**
 - a. Use of the Stewardship Property for a forestry nursery or experimental station.

- b. Use of the Stewardship Property for commercial or industrial purposes except with prior written approval of the Department for Sponsor fundraising and other activities that protect or enhance the conservation values of the Stewardship Property.~
- c. The placement of buildings or other facilities designed for intensive recreational use including playgrounds, roads, picnic areas, boating and camping facilities, playing fields or shelters, and other uses that are not compatible with wildlife-based recreation.
- d. Long-term timber plantations.
- e. Long-term agricultural use.
- f. There shall be no introduction of any wild animals onto the Stewardship Property or use of the Stewardship Property by an established or licensed captive wild animal farm, bird hunting preserve, game farm, shooting preserve or dog training club. The Sponsor shall not allow horses, cattle, or other livestock on the Stewardship Property for grazing or other purposes.
- g. There shall be no temporary or permanent storage or placement of trash, soil, gravel, ashes, treated sewage, manure piles, hazardous or toxic substances, abandoned vehicles or machinery, or any other unsightly or offensive materials on, under or in the Stewardship Property, except that brush or other plant material cut as the result of activities approved herein may be left on the Stewardship Property.
- h. There shall be no topographic changes, extraction of subsurface materials, alteration of the natural landscape, or manipulation of any waters or shorelines of the Stewardship Property by excavation, filling, dredging, draining, tiling, ditching or any other means.
- i. There shall be no damage, destruction or removal from the Stewardship Property of any natural features or natural materials, including, but not limited to, rocks, soil, minerals, dead wood and fossils.
- j. No right-of-way shall be granted across the Stewardship Property in conjunction with any industrial, commercial or residential use of other land not protected by this Contract.
- k. There shall be no use or activity that causes or is likely to cause significant soil erosion or significant pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements.
- l. The placement or construction of any mobile or permanent building, structure or improvement is prohibited including fences, boardwalks, bridges, kiosks, and parking lots.
 - 1) The Sponsor may not erect, display or maintain any outdoor advertising structure, sign or billboard on the Stewardship Property. The Sponsor may erect signs and interpretive displays for the following purposes: as required by s. 23.09165, Wis. Stats. and paragraph 23 above; to identify the Stewardship Property; to indicate that the Stewardship Property is under the protection of the Sponsor; to commemorate or interpret the natural features or human history of the Stewardship Property; to regulate uses, mark the boundaries or provide directions. The placement, size, number and design of signs or interpretive displays shall not diminish the scenic character of the Stewardship Property.
 - 2) Unless approved in writing by the Department, no new roads shall be constructed or established on the Stewardship Property. Existing roads on the Stewardship Property may be maintained, but shall not be widened or improved. Trails constructed or established on the Stewardship Property shall be rustic in character, composed of natural materials and have a pervious surface.
- m. There shall be no alteration of vegetative cover except when necessary to:
 - 1) remove non-native and invasive vegetation
 - 2) prevent or control fire, insects, diseases, personal injury or property damage
 - 3) construct and maintain any roads, trails or other structures permitted herein
 - 4) enhance wildlife habitat or restore and maintain native biological communities
- n. There shall be no operation of any vehicle on the Stewardship Property, including, but not limited to, bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, cars and trucks, except as follows: (i) in emergency situations, (ii) for maintenance of the Stewardship Property and habitat and resource management activities permitted herein, (iii) for disabled access on existing roads and trails that are normally vehicle-accessible, with a permit issued by the Sponsor.

27. Other Terms and Conditions

- a. Additional land management provisions may be contained in the Department-approved Land Management Plan for the Stewardship Property which is made part of this contract by reference.
- b. The Trail shall be offered to the National Park Service for certification as a component of the Ice Age National Scenic Trail and, if it qualifies, shall be certified as part of the Ice Age National Scenic Trail.

Signed this 2nd day of July, 2025.

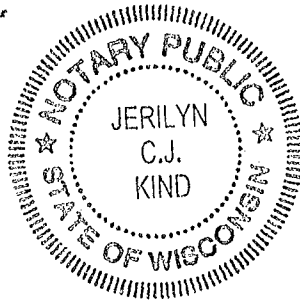
CEDAR LAKES CONSERVATION FOUNDATION

Michael Nast
Type or Print Name of Sponsor Representative

[Signature]
Signature of Sponsor Representative

STATE OF WISCONSIN
Washington COUNTY

Personally came before me this 2nd day of July, 2025, the above named
Michael Nast to me known to be the person who executed the foregoing instrument and acknowledged the same.



[Signature]
Signature of Notary Public
Jerilyn Kind
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)(is) 9/21/2025

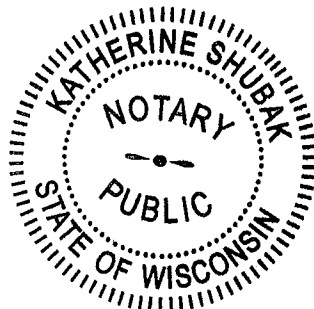
Signed this 19th day of March, 2025.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

BY Terry Bay
Terry Bay, Director
Bureau of Facilities and Lands

STATE OF WISCONSIN
Dane COUNTY

Personally came before me this 19th day of March, 2025 the above named
Terry Bay to me known to be the person who executed the foregoing instrument and acknowledged the same.



Katherine Shubak
Signature of Notary Public

Katherine Shubak
Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires)(is) 3/27/2028

THIS INSTRUMENT WAS DRAFTED BY:
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Exhibit A – Legal Description

Parcel 1: The Southeast 1/4 of the Southeast 1/4 of Section 21, Township 11 North, Range 19 East, in the Town of West Bend, Washington County, Wisconsin, excepting therefrom those parts thereof as described in Volume 190, page 289, Document Number 217193; and Volume 205, page 402, Document Number 228713.

Parcel 2: The Southwest 1/4 of the Southeast 1/4 of Section 21, Township 11 North, Range 19 East, in the Town of West Bend, Washington County, Wisconsin, exception therefrom that part thereof as described in Volume 529, page 75, as Document Number 336476.

Parcel No.: T13-0360400 and T13-0360200

The property is subject to outstanding rights, restrictions and easements of record. It is also subject to any outstanding agricultural leases and hunting licenses and any future leases or licenses that are approved under the Management Plan for this property.

Upload #5

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: tract 1 CE

CONSERVATION EASEMENT by and between CEDAR LAKES
CONSERVATION FOUNDATION, INC. a Wisconsin, non-profit non-
stock corporation (the "Grantor"), and MILWAUKEE
METROPOLITAN SEWERAGE DISTRICT (the "Grantee"), a
municipal body corporate, of the Burkepile Property, 61.341 Acres,
Part of Tax Key Numbers T13_0360200 and T13_0360400

Document # **1602653**
WASHINGTON COUNTY WISCONSIN
2024-10-07 9:17:00 AM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Lighthouse Title - Abstract & Title**
Pages: **26**

This space is reserved for recording data

Return to:

Milwaukee Metropolitan Sewerage District
Attn: Michael Hirsch, Real Estate Dept.
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number

Part of Tax Key Numbers T13_0360200 and
T13_0360400

CONSERVATION EASEMENT
(61.341 Acre Burkepile Property – Part of Tax Keys T13_0360200 and T13_0360400)
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

THIS GRANT OF CONSERVATION EASEMENT (the “Grant,” “Conservation Easement” or “Easement”) is made as of this 4th day of October, 2024, by and between **CEDAR LAKES CONSERVATION FOUNDATION, INC., a Wisconsin, non-profit non-stock corporation** (the “Grantor”), and **MILWAUKEE METROPOLITAN SEWERAGE DISTRICT** (the “Grantee”), a municipal body corporate.

WITNESSED, WHEREAS, the Grantor holds title in fee simple to real property in the Town of Polk, Washington County, Wisconsin, tax key numbers T13_0360200 and T13_0360400, totaling 61.646 acres of land (the “Burkepile Parcel”); and

WHEREAS, the Grantor and the Grantee intend to cover 61.341 acres of land within the Burkepile Parcel with the Conservation Easement as described on Exhibit A-1 (the “Property”) and generally shown on the map in Exhibit A-2, which also depicts the area excluded from the Easement; and

WHEREAS, Grantor and Grantee have identified certain conservation values associated with the Property as more fully described on Exhibit B and in the Baseline Documentation Report referred to below (the “Conservation Values”), and Grantor and Grantee recognize that the Conservation Values of the Property and the Property’s scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region as outlined in the Greenseams Program, adopted by the Commissioners of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the specific Conservation Values of the Property are documented in an

inventory of relevant features of the Property set forth in the Baseline Documentation Report for this Property, which is on file at the offices of the Grantee (the “Baseline Documentation Report”) which report is incorporated by this reference as if fully set forth herein, which consists of reports, maps, photographs and other documentation of the Property at the time of this Conservation Easement, and is intended to serve as an objective (but not exclusive) information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees to be subject to all existing terms and conditions created by Grantor’s participation in a Managed Forest Law (MFL) designation for the Burkepile Parcel through the duration of the MFL order, a copy of which is attached hereto and incorporated herein by reference as Exhibit C; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of \$250,000, the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property.

1. **Purpose.** It is the purpose of this Conservation Easement to (i) assure that the natural, scenic and open space values of the Property will be retained, (ii) prevent any use of the Property that will significantly impair or interfere with its Conservation Values, (iii) the extent hereafter provided, prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition, (iv) prevent future flooding risks and to protect water quality and ecological resources of the region, and (v) limit the use of the Property to conservation and recreation uses as provided herein (collectively, the “Conservation Purposes”). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these Conservation Purposes.

2. **Prohibited Uses.** In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

A. The subdivision of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property. Additionally, this Paragraph shall not be construed to prohibit an owner of the Property that is a Wisconsin non-profit, non-stock corporation from charging a fee to allow others to access and use the Property for recreational activities not prohibited by this Easement, provided the charging of fees and activities associated therewith do not interfere with the Grantees rights in Section 3.

C. The placement or construction of any new structures or other improvements of any kind (including, without limitation, roads and parking lots), except that the following new structures or improvements are permitted without the need for Grantee's consent:

- (1) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property but limited to no more than One (1) acre of the Property.
- (2) Trails, fences and gates which may be laid out and maintained to allow public recreational use, including, but not limited to, hiking, snowshoeing, and cross-country skiing.

- (3) Interpretive signs, kiosk, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.
- (4) Maintenance, repair or replacement of permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or maintenance of sports fields or lawns) except to facilitate a permitted use listed in subparagraph 2(C) or as follows:

- (1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.
- (2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.
- (3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.
- (4) Maintenance of legal access to the Property.
- (5) Nature observation and nature trails.
- (6) Trees and other vegetation may be managed or removed in accordance with forestry best practices, for safety, or to address, control, or eliminate the presence or spread of invasive species on the Property.
- (7) Trees may be managed in accordance with the MFL order as depicted in Exhibit C.

Notwithstanding the forgoing, Grantor shall have no obligation pursuant to this Conservation Easement to manage trees, vegetation, or the Property and may maintain the Property as unmanaged land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of

permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property, signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, or to commemorate or explain the protection of the Property.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraph D(3) and D(5) above.

J. The use of the Property for agricultural purposes, including grazing.

3. **Rights of the Grantee.** To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required pursuant to Section 6.4, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Conservation Purposes of this Conservation Easement.

5. **Notice and Approval.**

5.1 **Notice of Intention to Undertake Certain Permitted Actions.** Unless otherwise

provided herein, whenever Grantor is required to provide notice under the Conservation Easement, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Conservation Purposes of this Conservation Easement. The purpose of requiring Grantor to notify Grantee as provided in this Conservation Easement is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Conservation Purposes of this Conservation Easement.

5.2 Grantee's Approval. Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. Grantee's Remedies.

6.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 Injunctive Relief. If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** Grantor and Grantee agree that any disputes shall be subject to the American Rule, where each party pays for its own attorney's fees and costs, regardless of which party prevails in the dispute.

6.7 **Forbearance.** Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or actions taken by neighbors, trespassers or other third parties not under the control of the Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Conservation Easement are violated by acts of third parties beyond the control of Grantor, including trespassers, or that Grantor could not reasonably have prevented, Grantor shall notify the Grantee within five days of becoming aware of the violation and also agrees, at Grantee's option, to (i) join in any suit

against the third party or parties; (ii) assign to Grantee a right of action against the third party or parties; and (iii) take any action reasonably necessary to facilitate Grantee's pursuit of the third party for the purposes of enforcing, through judicial action or other dispute resolution means, the terms of this Conservation Easement against the third party or parties. All costs and attorney's fees incurred by the Grantee in any such enforcement action to address any damage or injury caused by any third party, and which are not caused by or aggravated by any act or omission of the Grantor, shall be borne by the Grantee. The Grantor hereby relinquishes any right or claim to any and all reimbursement of costs and fees, including but not limited to attorney fees, and any and all monetary damages or remedies provided, assigned, or directed to the Grantee as a result of Grantee's pursuit of the third party and its pursuit of the restoration of the Property, or both. The Grantor agrees to make commercially reasonable efforts and take actions reasonably practicable to restore the Property to its condition prior to the violation regardless of the outcome of any legal or other action against the third-party violator. As of the date of this Conservation Easement, Grantor has disclosed to Grantee all known facts and conditions which may result in actions taken by neighbors and third parties.

7. **Costs, Liabilities, Taxes, and Environmental Compliance.**

7.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 **Remediation.** If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any applicable 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, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required by a governmental entity with appropriate authority, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 **Control.** Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the

meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7.4 **Hold Harmless.** To the fullest extent permitted by law, Grantor and Grantee hereby release and agree to hold harmless, indemnify, and defend the other and its members, directors, officers, employees, legal counsel, agents, and contractors and the 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, orders, 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 or omission of the indemnifying party, except to the extent caused by any wrongful, intentional, or negligent acts or omissions of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by the indemnifying party and in any way affecting, involving, or relating to the Property, except to the extent caused by any wrongful, intentional, or negligent acts or omissions of the Indemnified Parties.; and (3) the release in, on, from, or about the Property, at any time by the indemnifying party, 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, except to the extent caused by any of the Indemnified Parties. Grantee's and Grantor's liability under this paragraph shall be limited by Wisconsin Statutes sec. 345.05(3) for automobile and sec. 893.80(3) for general liability.

8. **Extinguishment and Condemnation.**

8.1 **Extinguishment.** If circumstances arise in the future that render the Conservation Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction from and after such court ordered extinguishment. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 8.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property

unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of this Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the purchase price for this Conservation Easement, as set forth on Page 3 herein. Grantee agrees to provide Grantor with evidence of the amount claimed and allowed. For the purposes of this Paragraph, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

8.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 Application of Proceeds. By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. Assignment. This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer; however, failure to give such notice shall not affect the validity of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust recorded subsequent to the recording of this instrument shall be automatically subordinate to the operation and effect of this Conservation Easement.

11. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within sixty (60) days of receipt of Grantor's written request therefor.

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

To Grantor: Cedar Lakes Conservation Foundation
Attn: Executive Director
PO Box 347
West Bend, Wisconsin 53095

To Grantee: Milwaukee Metropolitan Sewerage District
Attn: Michael Hirsch, Real Estate Specialist
260 West Seeboth Street
Milwaukee, Wisconsin 53204

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

13. **Recordation.** Grantee shall record this instrument in the office of the Register of Deeds for Washington County, Wisconsin, and may re-record it at any time as may be required to

preserve its rights in this Conservation Easement.

14. **General Provisions.**

14.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

14.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

14.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

14.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

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

14.8 **Captions.** The captions in this instrument have been inserted solely for

convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

14.9 **Counterparts.** The parties may execute this instrument 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.

15. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the Washington County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

TO HAVE AND HOLD the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR

By

Its

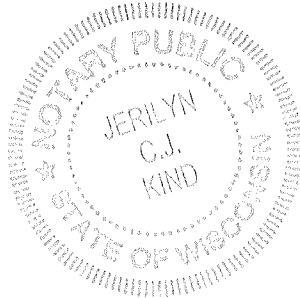
STATE OF WISCONSIN

COUNTY OF

Executed this 3rd day of October, 2024, pursuant to approval granted on the 3rd day of October, 2024, by Michael Nast of the

Notary Public, Washington County,
Wisconsin

My commission expires: 9/2/25



ACCEPTANCE

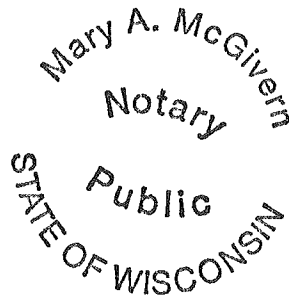
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT


(Signature)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

9/27/24
(Date)

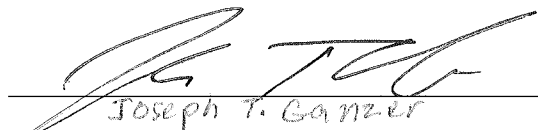
State of Wisconsin)
) ss
Milwaukee County)

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such official.




(Signature, Notary Public, State of Wisconsin)
Mary A. McGivern
(Print or Type Name, Notary Public, State of Wisconsin)
09-19-2026
(Date Commission Expires)

Approved as to form by MMSD legal department:


Joseph T. Ganzer

This document was drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

**EXHIBIT A-1
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lake Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee**

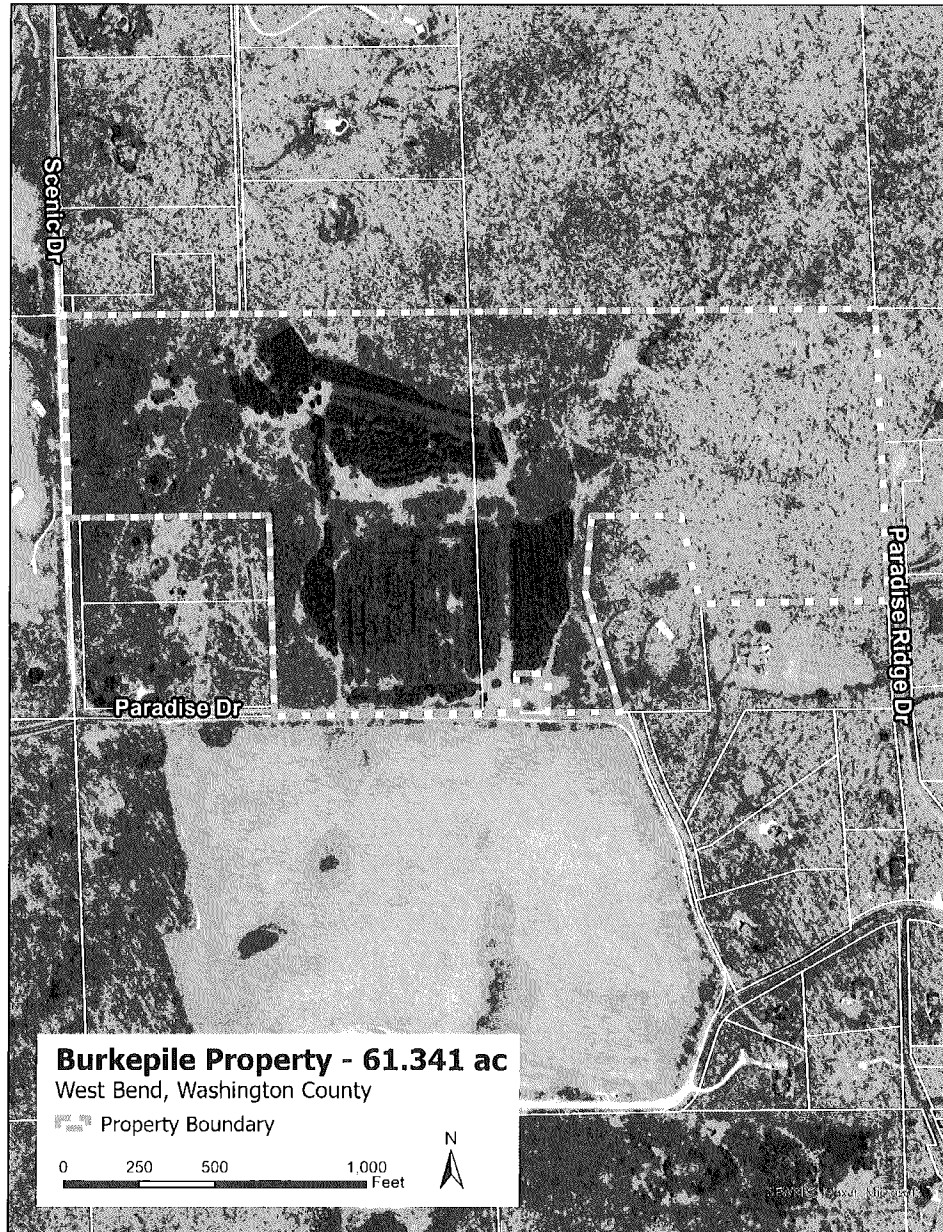
LEGAL DESCRIPTION OF THE CONSERVATION EASEMENT AREA

Part of the SE 1/4 and SW 1/4 of the SE 1/4 of Section Twenty-one (21), Township Eleven (11) North, Range Nineteen (19) East, Town of West Bend, Washington County, Wisconsin, which is bounded and described as follows:

Commencing at the South Quarter corner of said Section 21; thence S 89°24'55" E, along the south line of said SE 1/4, 660.00 feet, being the southeast corner of Certified Survey Map No. 5185 as recorded in the Washington County Registry in Volume 36 of Certified Survey Maps on pages 176-177 as Document No. 847032 and the point of beginning of lands herein described; thence N 00°25'23" W, along the east line of said Certified Survey Map No. 5185, 661.00 feet; thence N 89°24'55" W, along the north line of said Certified Survey Map No. 5185, 660.00 feet to a point in the west line of said SE 1/4; thence N 00°25'23" W, along said west line of the SE 1/4, 665.25 feet; thence S 89°18'40" E, along the north line of said SW 1/4 and SE 1/4 of the SE 1/4, 2673.40 feet, to a point in the east line of said SE 1/4; thence S 01°19'32" E, along said east line of the SE 1/4, 966.13 feet; thence N 89°32'17" W, along the north line of Certified Survey Map No. 3265 as recorded in the Washington County Registry in Volume 19 of Certified Survey Maps on pages 175-176 as Document No. 533155, 614.14 feet, to a 1.3 inch od iron pipe found marking the northwesterly corner of said Certified Survey Map No. 3265; thence N 11°25'26" W, along the monumented easterly line of Document No. 217193 and 1319357 as recorded in the Washington County Registry, 298.16 feet, to a 1.25 inch id iron pipe found; thence N 89°25'49" W, along the monumented north line of said Document No. 217193 and 1319357, 294.63 feet, to a 1.3 inch od iron pipe found; thence S 05°46'51" W, along the monumented westerly line of said Document No. 217193 and 1319357, 249.83 feet, to a 1.3 inch od iron pipe found; thence S 15°20'59" E, continuing along said monumented westerly line of Document No. 217193 and 1319357, 412.90 feet, to a 1.3 inch od iron pipe found on said south line of the SE 1/4; thence N 89°24'55" W, along said south line of the SE 1/4, 240.00 feet; thence N 00°35'05" E, at right angles, 133.00 feet; thence N 89°24'55" W, at right angles, 100.00 feet; thence S 00°35'05" W, at right angles, 133.00 feet, to a point in said south line of the SE 1/4; thence N 89°24'55" W, along said south line of the SE 1/4, 802.21 feet, to the point of beginning.

Containing 61.341 acres (2,672,004 square feet) more or less.

**EXHIBIT A-2
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lakes Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee
MAP OF THE CONSERVATION EASEMENT AREA**



**EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lakes Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee**

CONSERVATION VALUES

This Conservation Easement was acquired as part of the Greenseams Program of the Grantee. The Greenseams Program protects natural resources, enhances air and water quality, complements structural stormwater management, and preserves open space along stream corridors, hydric soils, environmentally significant wooded areas and other identified lands at risk for development. This acquisition is pursuant to authorization from the Metropolitan Sewerage Commission to purchase properties that meet one or more of the following criteria:

- Properties at least five (5) acres in size, containing a medium- to mature-aged mix of native hardwoods that are:
 - adjacent to Greenseams Program sites, public properties and/or properties with environmental significance,
 - within a SEWRPC¹ Environmental Corridor, or
 - within a SEWRPC Natural Area
- Properties containing critical floodplain areas that establish greenways by connecting exiting public open spaces or other sites identified by the Grantee's Greenseams Program
- Undeveloped private properties that would preserve natural ponding areas able to continue holding water.
- Parcels adjacent to the existing waterways or near the floodplain.
- Parcels that have hydric soils which represent wetland features.

¹ Southeastern Wisconsin Regional Planning Commission

**EXHIBIT C
TO THE
Cedar Lakes Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee
MANAGED FOREST LAW ORDER**

**Managed Forest Law - Order of Designation
issued by Wisconsin Department of Natural Resources**

Order No: 67-006-2022

Effective Date: January 1, 2022

In the matter of designation of land located in

Washington County, Township of West Bend

as Managed Forest Land under Chapter 77 Wisconsin Statutes,
for a period of **25** years on petition of the following parties:

Landowner(s): NORMA D BURKEPILE

Address:

2428 STEPPE DR
LONGMONT, CO 80504-3210

Document # **1549342**
WASHINGTON COUNTY WISCONSIN
2021-11-18 1:27:00 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Wisconsin DNR**
Pages: **6**

Department of Natural Resources
Forest Tax Program
PO Box 7963, Madison, WI 53707

See Parcel Identification No. on the following pages

Findings of Fact

1. The Petitioner has filed a timely petition under s.77.82(2), Wis. Stats., and in accordance with s.77.82, Wis. Stats., to enter the land as Managed Forest Land.
2. The lands described in the petition meet the eligibility requirements of s.77.82(1), Wis. Stats.
3. The facts in the petition are correct.
4. A merchantable stand of timber will be developed on the land within a reasonable period of time.
5. The use of the land as Managed Forest Land is not incompatible with the existing uses of land in the municipality.
6. There are no delinquent taxes on the land.

Conclusions of Law

The Department of Natural Resources, pursuant to s. 77.82(8), Wis. Stats., based upon the foregoing Findings of Fact is required to approve the petitioners' petition and designate the land described in the petition as Managed Forest Land.

Order

It is hereby ordered that the legal descriptions listed on the following pages of the order be designated Managed Forest Land.

Date: November 12, 2021

**Notice of Appeal Rights on
next page of document**

Pursuant to s. 77.91(6), Wis. Stats., the authentication requirements of s.706.05(2)(b), Wis. Stats., do not apply to this order.

**This instrument drafted by State of Wisconsin
Department of Natural Resources**

State of Wisconsin
Department of Natural Resources
For the Secretary

By

Richard J. Wickham

Richard J. Wickham, Tax Law Section Chief
Forest Tax Program



NOTICE OF APPEAL OR REVIEW RIGHTS MANAGED FOREST LAW

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

Pursuant to section 77.90, Wis. Stats., a petitioner under section 77.82, Wis. Stats., or an owner of managed forest land who is adversely affected by a decision of the Department under Subch VI, Ch. 77, Wis. Stats., other than as provided in sections 77.88(2)(ac)3., (2)(c), and (3m), Wis. Stats., may request a contested case hearing pursuant to section 227.42, Wis. Stats. You have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. A petition for hearing must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.



**Managed Forest Law - Order of Designation
issued by Wisconsin Department of Natural Resources**

Order No: 67-006-2022

Effective Date: January 1, 2022

Town-Range-Sec	Description	Parcel Identification No.	Open Acres	Closed Acres	Total Acres
11N-19E-21	SWSE, PART OF	T13 0360200	0	25	25
11N-19E-21	SESE, PART OF	T13 0360400	0	29	29
Total Acreage for Order			0.000	54.000	54.000





Map on reverse side



ORDER NUMBER		State of Wisconsin Dept. of Natural Resources		Acreage Entered	
Co. Code/Seq. No./Yr. of Entry		MANAGED FOREST LAW MAP		54.000	
67-006-2022		Form 2450-133 (R 5/19)			
Owner's Name		☐ Multiple Owners	Municipality Name		County
Norma D. Burkepile			West Bend		Washington
Township #	Range #	☒ East ☐ West	Section	Open Acres	Closed Acres
11 N	19		21	0.000	54.000

Closed Area



Open Area



Scale 1:7920



Prepared By:

Kim Destree

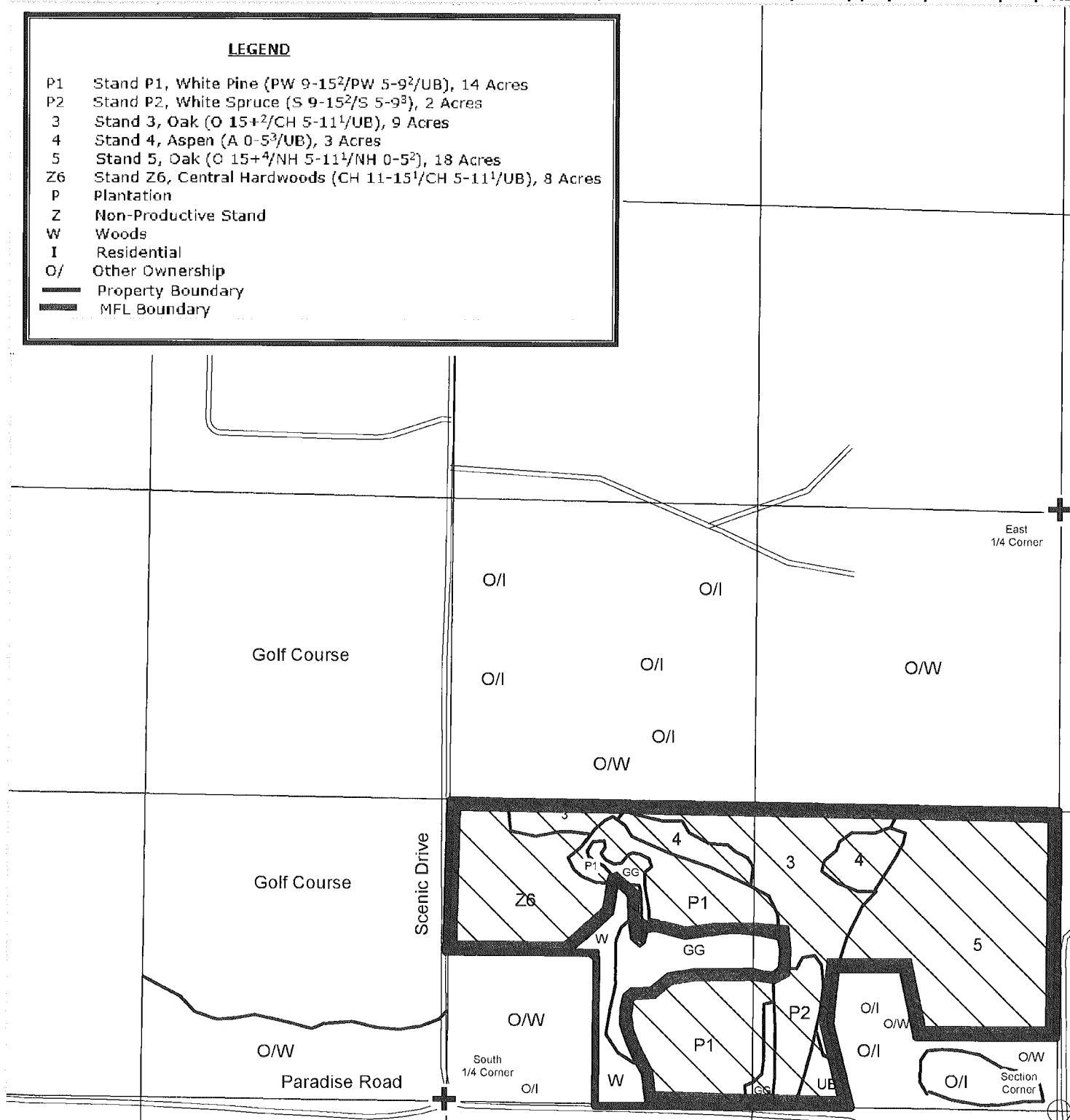
Date:

4/12/21

Section Diagram 8" = 1 Mile

This map is not a survey of the actual boundary of any property this map depicts.**LEGEND**

- P1 Stand P1, White Pine (PW 9-15²/PW 5-9²/UB), 14 Acres
- P2 Stand P2, White Spruce (S 9-15²/S 5-9³), 2 Acres
- 3 Stand 3, Oak (O 15+²/CH 5-11¹/UB), 9 Acres
- 4 Stand 4, Aspen (A 0-5³/UB), 3 Acres
- 5 Stand 5, Oak (O 15+⁴/NH 5-11¹/NH 0-5²), 18 Acres
- Z6 Stand Z6, Central Hardwoods (CH 11-15¹/CH 5-11¹/UB), 8 Acres
- P Plantation
- Z Non-Productive Stand
- W Woods
- I Residential
- O/ Other Ownership
- Property Boundary
- MFL Boundary



Upload #6

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Tract 2 CE

CONSERVATION EASEMENT by and between CEDAR LAKES
CONSERVATION FOUNDATION, INC. a Wisconsin, non-profit non-
stock corporation (the "Grantor"), and MILWAUKEE
METROPOLITAN SEWERAGE DISTRICT (the "Grantee"), a
municipal body corporate, of the Owen Property, 38.966 Acres, Tax
Key Number T13_0130200

Document # **1604898**
WASHINGTON COUNTY WISCONSIN
2024-11-14 3:51:00 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
this document has been electronically recorded***
Returned to **Lighthouse Title - Abstract & Title**
Pages: **19**

This space is reserved for recording data

Return to:

Milwaukee Metropolitan Sewerage District
Attn: Michael Hirsch, Real Estate Dept.
260 West Seeboth Street
Milwaukee, Wisconsin, 53204-1446

Parcel Identification Number/Tax Key Number

Tax Key Number T13_0130200

CONSERVATION EASEMENT
(38.966 Acre Owen Property – Tax Key T13_0130200)
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

THIS GRANT OF CONSERVATION EASEMENT (the “Grant,” “Conservation Easement” or “Easement”) is made as of this 6th day of November, 2024, by and between **CEDAR LAKES CONSERVATION FOUNDATION, INC., a Wisconsin, non-profit non-stock corporation** (the “Grantor”), and **MILWAUKEE METROPOLITAN SEWERAGE DISTRICT** (the “Grantee”), a municipal body corporate.

WITNESSED, WHEREAS, the Grantor holds title in fee simple to real property in the Town of West Bend, Washington County, Wisconsin, tax key number T13_0130200, totaling 38.966 acres of land (the “Owen Parcel”); and

WHEREAS, the Grantor and the Grantee intend to cover the entire portion of the Owen Parcel with the Conservation Easement as described on Exhibit A-1 (the “Property”) and generally shown on the map in Exhibit A-2, which also depicts the area excluded from the Easement; and

WHEREAS, Grantor and Grantee have identified certain conservation values associated with the Property as more fully described on Exhibit B and in the Baseline Documentation Report referred to below (the “Conservation Values”), and Grantor and Grantee recognize that the Conservation Values of the Property and the Property’s scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region as outlined in the Greenseams Program, adopted by the Commissioners of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property set forth in the Baseline Documentation Report for

this Property, which is on file at the offices of the Grantee (the “Baseline Documentation Report”) which report is incorporated by this reference as if fully set forth herein, which consists of reports, maps, photographs and other documentation of the Property at the time of this Conservation Easement, and is intended to serve as an objective (but not exclusive) information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of \$205,000, the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property.

1. **Purpose.** It is the purpose of this Conservation Easement to (i) assure that the natural, scenic and open space values of the Property will be retained, (ii) prevent any use of the Property that will significantly impair or interfere with its Conservation Values, (iii) the extent hereafter provided, prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition, (iv) prevent future flooding risks and to protect water quality and ecological resources of the region, and (v) limit the use of the Property to conservation and recreation uses as provided herein (collectively, the “Conservation Purposes”). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these Conservation Purposes.

2. **Prohibited Uses.** In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from

Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

2.1 The subdivision of the Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

2.2 Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property. Additionally, this Paragraph shall not be construed to prohibit an owner of the Property that is a Wisconsin non-profit, non-stock corporation from charging a fee to allow others to access and use the Property for recreational activities not prohibited by this Easement, provided the charging of fees and activities associated therewith do not interfere with the Grantees rights in Section 3.

2.3 The placement or construction of any new structures or other improvements of any kind (including, without limitation, roads and parking lots), except that the following new structures or improvements are permitted without the need for Grantee's consent:

- (A) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property but limited to no more than One (1) acre of the Property.
- (B) Trails, fences and gates which may be laid out and maintained to allow public recreational use, including, but not limited to, hiking, snowshoeing, and cross-country skiing.
- (C) Interpretive signs, kiosks, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.
- (D) Maintenance, repair or replacement of permitted structures.

2.4 Any disturbance of trees or other vegetation (including the creation or

maintenance of sports fields or lawns) except to facilitate a permitted use listed in subparagraph 2.3 or as follows:

- (A) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.
- (B) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.
- (C) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.
- (D) Maintenance of legal access to the Property.
- (E) Nature observation and nature trails.
- (F) Trees and other vegetation may be managed or removed in accordance with forestry best practices, for safety, or to address, control, or eliminate the presence or spread of invasive species on the Property.

Notwithstanding the forgoing, Grantor shall have no obligation pursuant to this Conservation Easement to manage trees, vegetation, or the Property and may maintain the Property as unmanaged land in natural condition.

2.5 Any exploration or exploitation of mineral resources by subsurface or surface means.

2.6 Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

2.7 The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

2.8 The placement of advertising signs or billboards on the Property, except those signs whose placement, number, and design do not significantly diminish the scenic character of the Property, signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, to post the Property to control unauthorized entry or use, or to

commemorate or explain the protection of the Property.

2.9 Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraph 2.4(C) and 2.4(D) above.

2.10 The use of the Property for agricultural purposes, including grazing.

3. Rights of the Grantee. To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

3.1 To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required pursuant to Section 6.4, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

3.2 To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. **Reserved Rights.** Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Conservation Purposes of this Conservation Easement.

5. Notice and Approval.

5.1 **Notice of Intention to Undertake Certain Permitted Actions.** Unless otherwise provided herein, whenever Grantor is required to provide notice under the Conservation Easement, Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the Conservation Purposes of this Conservation Easement. The purpose of requiring Grantor to notify Grantee as provided in this Conservation Easement is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the Conservation Purposes of this Conservation Easement.

5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purposes of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefore, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity

of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 Costs of Enforcement. Grantor and Grantee agree that any disputes shall be subject to the American Rule, where each party pays for its own attorney's fees and costs, regardless of which party prevails in the dispute.

6.7 Forbearance. Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or actions taken by neighbors, trespassers or other third parties not under the control of the Grantor, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Conservation Easement are violated by acts of third parties beyond the control of Grantor, including trespassers, or that Grantor could not reasonably have prevented, Grantor shall notify the Grantee within five days of becoming aware of the violation and also agrees, at Grantee's option, to (i) join in any suit against the third party or parties; (ii) assign to Grantee a right of action against the third party or parties; and (iii) take any action reasonably necessary to facilitate Grantee's pursuit of the third party for the purposes of enforcing, through judicial action or other dispute resolution means, the terms of this Conservation Easement against the third party or parties. All costs and attorney's fees incurred by the Grantee in any such enforcement action to address any damage or injury caused by any third party, and which are not caused by or aggravated by any act or omission of the Grantor, shall be borne by the Grantee. The Grantor hereby relinquishes any right or claim to any and all reimbursement of costs and fees, including but not limited to attorney fees, and any and all monetary damages or remedies provided, assigned, or directed to the Grantee as a result of Grantee's pursuit of the third party and its pursuit of the restoration of the Property, or both. The Grantor agrees to make commercially reasonable efforts and take actions reasonably practicable to restore the Property to its condition prior to the violation regardless of the outcome

of any legal or other action against the third-party violator. As of the date of this Conservation Easement, Grantor has disclosed to Grantee all known facts and conditions which may result in actions taken by neighbors and third parties.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

7.1 Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 Remediation. If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any applicable 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, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required by a governmental entity with appropriate authority, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7.4 Hold Harmless. To the fullest extent permitted by law, Grantor and Grantee hereby release and agree to hold harmless, indemnify, and defend the other and its members, directors, officers, employees, legal counsel, agents, and contractors and the 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, orders, 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 or omission of the

indemnifying party, except to the extent caused by any wrongful, intentional, or negligent acts or omissions of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by the indemnifying party and in any way affecting, involving, or relating to the Property, except to the extent caused by any wrongful, intentional, or negligent acts or omissions of the Indemnified Parties.; and (3) the release in, on, from, or about the Property, at any time by the indemnifying party, 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, except to the extent caused by any of the Indemnified Parties. Grantee's and Grantor's liability under this paragraph shall be limited by Wisconsin Statutes sec. 345.05(3) for automobile and sec. 893.80(3) for general liability.

8. Extinguishment and Condemnation.

8.1 Extinguishment. If circumstances arise in the future that render the Conservation Purposes of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction from and after such court ordered extinguishment. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 Valuation. This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 8.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of this Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the purchase price for this Conservation Easement, as set forth on Page 3 herein. Grantee agrees to provide Grantor with evidence of the amount claimed and allowed. For the purposes of this Paragraph, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

8.3 Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the

taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee's share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 Application of Proceeds. By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. Assignment. This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer; however, failure to give such notice shall not affect the validity of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust recorded subsequent to the recording of this instrument shall be automatically subordinate to the operation and effect of this Conservation Easement.

11. Estoppel Certificates. Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this

Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within sixty (60) days of receipt of Grantor's written request therefor.

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

To Grantor: Cedar Lakes Conservation Foundation
Attn: Executive Director
PO Box 347
West Bend, Wisconsin 53095

To Grantee: Milwaukee Metropolitan Sewerage District
Attn: Michael Hirsch, Real Estate Specialist
260 West Seeboth Street
Milwaukee, Wisconsin 53204

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

13. **Recordation.** Grantee shall record this instrument in the office of the Register of Deeds for Washington County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

14. **General Provisions.**

14.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

14.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

14.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

14.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

14.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

14.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

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

14.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

14.9 **Counterparts.** The parties may execute this instrument 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.

15. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the Washington County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the

Internal Revenue Code of 1986 or any successor provision.

TO HAVE AND HOLD the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.

[Signature pages follow]

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR

CEDAR LAKES CONSERVATION
FOUNDATION, INC.

By [Signature]
Its President

STATE OF WISCONSIN

COUNTY OF Washington

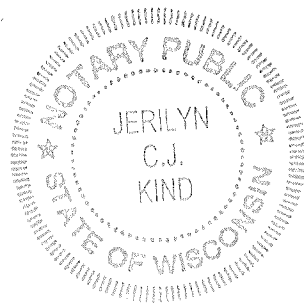
)
) ss
)

Executed this 6th day of NOV, 2024, pursuant to approval granted on the ___ day of
_____, 2024, by Michael Nash of the Cedar Lakes Conservation Foundation Inc.

Notary Public, Washington County,
Wisconsin

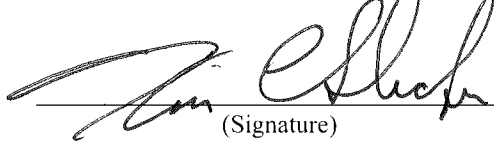
[Signature]

My commission expires: 9/2/25



ACCEPTANCE

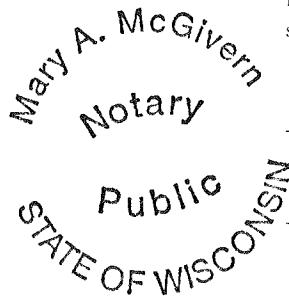
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

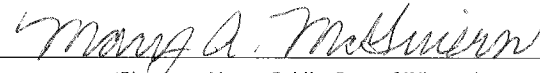

(Signature)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

10/30/24
(Date)

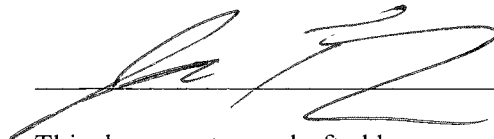
State of Wisconsin)
) ss
Milwaukee County)

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such official.




(Signature, Notary Public, State of Wisconsin)
Mary A. McGivern
(Print or Type Name, Notary Public, State of Wisconsin)
09-19-2026
(Date Commission Expires)

Approved as to form by MMSD legal department:



This document was drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204

**EXHIBIT A-1
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lake Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee**

LEGAL DESCRIPTION OF THE CONSERVATION EASEMENT AREA

The Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Seventeen (17), Township Eleven (11) North, Range Nineteen (19) East, Washington County, Wisconsin, except those portions used or dedicated for highway purposes.

**EXHIBIT A-2
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lakes Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee
MAP OF THE CONSERVATION EASEMENT AREA**



**EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT
Cedar Lakes Conservation Foundation, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee
CONSERVATION VALUES**

This Conservation Easement was acquired as part of the Greenseams Program of the Grantee. The Greenseams Program protects natural resources, enhances air and water quality, complements structural stormwater management, and preserves open space along stream corridors, hydric soils, environmentally significant wooded areas and other identified lands at risk for development. This acquisition is pursuant to authorization from the Metropolitan Sewerage Commission to purchase properties that meet one or more of the following criteria:

- Properties at least five (5) acres in size, containing a medium- to mature-aged mix of native hardwoods that are:
 - adjacent to Greenseams Program sites, public properties and/or properties with environmental significance,
 - within a SEWRPC¹ Environmental Corridor, or
 - within a SEWRPC Natural Area
- Properties containing critical floodplain areas that establish greenways by connecting exiting public open spaces or other sites identified by the Grantee's Greenseams Program
- Undeveloped private properties that would preserve natural ponding areas able to continue holding water.
- Parcels adjacent to the existing waterways or near the floodplain.
- Parcels that have hydric soils which represent wetland features.

¹ Southeastern Wisconsin Regional Planning Commission

Upload #7

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Project Narrative

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL

PROJECT OFFICER'S PAGE

What is the proposal title? *Wisconsin Priority Ecological Landscapes Initiative*

What is the date you are submitting the proposal?

Project Officer Information:

1. Name: Brad Heidel
2. Organization: Wisconsin Waterfowl Association, Inc.
3. Project Officer's Work Address: 834 Criglas Road, Wales, WI 53183
4. Telephone number: 262-224-4949
5. Email address: bheidel@wisducks.org
6. Additional Contacts: Peter Ziegler, habitat@wisducks.org, 414-416-3501

Will any of the NAWCA funds requested as part of this proposal be received or spent by the U.S. Fish and Wildlife Service or another Federal agency? *No*

If yes, which agency (ies) will receive these funds and what is the fund amount:

Agency _____ Amount _____

Does this proposal include acquisition activities that will add to the National Wildlife Refuge System (NWRS)? *No*

If yes, please indicate which NWRS program the acquisition(s) will be added to: National Wildlife Refuge (NWR) and which one(s), Waterfowl Production Area (WPA) and which one(s), or Small Wetland Acquisition Program (SWAP).

Will any portion of any tract or activities associated with any tract be used to satisfy wetland or habitat mitigation requirements under Clean Water Act, Rivers and Harbors Act, Fish and Wildlife Coordination Act, Water Resources Development Act, ecological service credits or other related statutes now or in the future? *No*

If yes, please highlight and provide details in the appropriate financial plan narrative/work plan section.

Have you confirmed that all partners, key personnel, and contractors are eligible to participate in Federal grants? *Yes*

Briefly describe qualifications and experience of key personnel (1-2 sentences per individual) who will be providing project implementation assistance (e.g., financial officer, project officer, key field staff, etc.): *WWA staff has successfully carried out past NAWCA grants as the grantee. Kelcy Boettcher is our financial officer with over 20 yrs. at WWA and successfully administers numerous grants from state and federal sources at any one time. Brad Heidel is the Executive Director of WWA and will serve as project officer. Brad has work for national non-profits over the past 20 yrs. Bruce Ross is the grants coordinator and former Executive Director of WWA. Bruce has successfully administered federal grants at WWA for the last 7 yrs. Anna Rzechowski is WWA's Public Lands Ecologist and will oversee all the public lands work. She has worked in habitat restoration for the past 7 years, bringing experience restoring both wetlands and uplands throughout the state of Wisconsin. Peter Ziegler will support field work. Peter has successfully restored grasslands and wetlands across the upper Midwest over a 25 yr. period for private, non-profit and federal agency partners and will be a key field person. Mark Pfhost will be the key person in the field for the Necedah NWR project. He retired from USFWS 4 yrs. ago and has worked as an ecologist for WWA since. He has planned and overseen the 2000+ acres of restored wetlands already completed at Necedah NWR under the auspices of WWA.*

To ensure that the proposal complies with available guidelines and that partners are aware of their responsibilities, the Project Officer certifies to the following statement: I have read the 2026-2 U.S. Standard Grant proposal instructions, eligibility information, and applicable U.S. grant administration policies and informed partners or partners have read the material themselves. To the best of my knowledge, this proposal is eligible and complies with all NAWCA, North American Wetlands Conservation Council, and Federal grant guidelines and the information submitted herein is true and correct. The work in this proposal consists of allowable and eligible work and costs associated with long-term wetlands and migratory bird habitat conservation.



5/5/2026
Sign & date

Audit reports. If the applicant organization expended more than \$1,000,000 of federal funds during the last calendar year, please include a copy of your most recent of SF-FAC that was submitted to the Federal Audit Clearinghouse. If your organization did not expend more than \$1,000,000 of federal funds last year, please certify that the Single Audit (formerly A-133) was not required.

WWA did not spend more than 1,000,000 in federal funds last year, so no single audit was required.

Required Overlap/Duplication Statement: Applicants must provide a statement that address whether there is any overlap between the proposed project and any other active anticipated projects in terms of activities, costs, or time commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application. Applicants must also state if the proposal submitted for consideration under the program is/is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non-Federal). If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (entity name and program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from the Service, applicants must notify the Service point of contact for this funding opportunity immediately.

No overlap or duplication exists.

Pre-award Cost Statement and Table:

Tract ID	Pre-award Activity	Pre-award Justification	Amount of Grant Funding	Date(s)
3	Fee title	Closing prior to Grant Award	\$550,000	May-Sept, 2026

We are requesting pre-award costs for Tract 3 Reisch acquisition. The requested pre-award costs will go towards the fee title acquisition. It is understood that the activity is not eligible for pre-award cost if clearances are not completed prior to closing. We have communicated with the USFWS Project Officer to submit the required info to complete clearances prior to closing. CLCF is willing to accept the risk that the proposal may not be approved to be able to close August-September of 2026 because the property is in negotiations for sale and is of high risk to development.

Do you have any comments about, or suggestions for, the NAWCA program? *NAWCA is a great program which leverages partners and their dollars to collectively work toward habitat restoration. It is one of the foundations to accomplishing success in wetland restoration in WI.*

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL SUMMARY

WISCONSIN PRIORITY ECOLOGICAL LANDSCAPES INITIATIVE, WI

COUNTY(IES), STATE(S), CONGRESSIONAL DISTRICT(S): Adams, Calumet, Clark, Columbia, Dodge, Dane, Eau Claire, Fond du Lac, Green, Green Lake, Jackson, Jefferson, Juneau, Marquette, Portage, Rock, Sheboygan, Walworth, Washington, Waukesha, Waushara, Waupaca, Winnebago

Counties: WI Congressional Districts: 1,2,3,5,6,7,8

JOINT VENTURE(S): Upper Mississippi/ Great Lakes

BIRD CONSERVATION REGION(S): 23

GRANT AMOUNT \$1,373,112

Allocation: Wisconsin Waterfowl Association \$1,373,112

MATCHING PARTNERS \$2,821,800

Grantee/Partner: Wisconsin Waterfowl Association \$236,800

Cedar Lakes Conservation Foundation \$1,514,882

Milwaukee Metropolitan Sewage District \$405,000

WI Department of Natural Resources \$665,118

GRANT AND MATCH - ACTIVITIES, COSTS, AND ACRES \$4,194,912/1,222(28) acres

Fee Acquired \$3,155,020/165 acres

Restored \$956,278/1,047 acres

Enhanced \$26,060/10(28) acres

Other \$21,250

Indirect Costs \$36,304

NON-MATCHING PARTNERS \$10,000

US Fish and Wildlife Service, Partners for Wildlife \$10,000

PROPOSAL PURPOSE AND DESCRIPTION:

The Priority Ecological Landscapes Initiative proposals aims to protect, restore and enhance priority watershed wetlands and associated upland habitat in three of the four highest ranked ecological landscapes as outlined by the Wisconsin Waterfowl Habitat Conservation Strategy (WWHCS). These priority ecological landscapes include the Southeast Glacial Plains, Central Sand Hills and Central Sand Plains as defined by the WI Wildlife Action Plan (WWAP). The proposal will increase the overall wetland acres and type (PEM, PFO, PSS) targeted by the JV Implementation Plan. The proposal will restore 1,101 wetland acres, enhance (28) wetland acres, enhance 10 grassland acres and permanently protect 165 acres for the benefit of waterfowl and wetland dependent species. Long term this helps both WI and the Upper Mississippi Great Lakes Region Joint Venture (UMGL JV) Waterfowl Habitat Conservation Strategy (2017) work toward their goal of meeting the wetland acre deficit to support waterbird population stability and growth targeted. The WWHCS, as a step down plan from the UMGL JV Waterfowl Habitat Conservation Strategy guides this proposal at the ecological landscape and watershed level where priority restoration will have the most benefit to waterfowl.

This project is a partnership between five different entities, all of whom offer a unique and valuable asset to broaden this project's impacts. The Wisconsin Waterfowl Association provides the experience, expertise, and technical skills needed to successfully conduct wetland restoration of this scale. WDNR holds interest in property being restored and protected. They also provide expertise and support to restoration projects on their wildlife areas. The USFWS Partners for Fish and Wildlife Program (PFW) is a key component for providing landowner agreements and expertise for private land work. Milwaukee Metropolitan Sewage District (MMSD) holds interest in permanently protected properties within the proposal as part of their Green Seams program to help protect undeveloped land to mitigate downstream

flooding. The Cedar Lakes Conservation Foundation (CLCF) brings the expertise in land acquisition and protection. The proposal includes both public and private lands. As much as 75% of Wisconsin's remaining wetlands and 85% of the state's potentially restorable wetlands are privately held. The private lands initiatives included in this proposal will support migratory and breeding bird populations. WWA has an agreement with WDNR to identify and carry out hydrologic restorations on wildlife areas leading to the Little Yellow River Project which spans Meadow Valley WA (which is federally owned, but state managed) and the Necedah NWR (NNWR).

HABITAT TYPES AND WILDLIFE BENEFITTING:

The proposal will protect and restore 1,101 acres of declining wetland types as identified under the UMRGL JV targeting 323 palustrine emergent marsh, 338 palustrine forest, and 440 palustrine scrub-shrub. It will enhance 10 grassland and (28) wetland acres and protect 111 acres of upland. The 10 acres of grassland habitat the activity has an outsized impact as it connects three larger grassland complexes adjacent to an active wetland restoration.

The activities will provide habitat benefiting wetland and upland species including breeding and migratory habitat for waterfowl species such as Mallards, Blue-winged Teal, and Wood Ducks and migratory stop-over habitat for several species of waterbirds including Black Tern, Short-billed Dowitcher and Lesser Yellowlegs. The wetland acres restored and protected in this proposal will support an estimated 5,614,380 Duck Energy Days/ac (based on Brasher 2010; 2,047DED/ha) providing important food resource during migration, nesting, and brood rearing.

PUBLIC BENEFITS/PUBLIC ACCESS:

This proposal provides public recreation opportunities, through 60 acres of fee title acquisition for wildlife viewing, hunting, hiking and other passive recreation activities which were not available to the public prior. Wetland restoration and grassland enhancements will improve available opportunities and experiences on 1022 acres of public lands. Additional ecological benefits are protected natural areas through acquisition of 165 acres by keeping intact primary environmental corridors from being developed in a highly pressured area. Increased water retention and flood mitigation impacts on the scale of tens of thousands of acre/ft of water storage will result from activities proposed.

NEW PARTNERS:

One new partner joins four other partners on this proposal. CLCF has not been part of a NAWCA proposal in the past. WWA also has never partnered with MMSD on a NAWCA proposal but WDNR, WWA and FWS have partnered on previous NAWCA proposals as part of the small grants program.

RELATIONSHIP TO PREVIOUSLY FUNDED NAWCA PROPOSALS:

The proposal continues to build on WWA's small NAWCA proposals which targeted restoration and enhancement on a smaller scale. This boundary overlaps two previous small grant proposals (Leopold Area Restorations and Leopold Pines Conservation Area Wetland Restoration) but expands to the Central Sands area of the state which historically is under represented in the state for NAWCA funding but contains high priority watershed based on the WWHCS.

THREATS AND SPECIAL CIRCUMSTANCES:

Development is a significant threat to wetland and grassland habitat, and development also threatens restoration potential within the proposal area. The acquisitions targeted in this proposal are under intense development pressure in SE Wisconsin and once it's developed, the habitat is gone. Turn over from generational landowners is happening at a high rate and CLCF has been instrumental on preserving intact habitat. Key parcels recently purchased offer an opportunity to protect more and leverage large scale wetland restoration. The proposal also addresses a significant restoration opportunity on the Necedah NWR which has demonstrated to minimize flooding and local road damage.

PROPOSAL FINANCIAL TABLE

ACTIVITIES	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Land Costs: Fee Acquired		CLCF	\$759,882		\$759,882	1	
		WDNR	\$665,118		\$665,118	1	
		MMSD	\$200,000		\$200,00	1	
		CLCF	\$205,000		\$205,000	2	
		MMSD	\$205,000		\$205,000	2	
	\$550,000	CLCF		\$550,000	\$1,100,000	3	
Appraisals & Other Acquisition Costs	\$5,000	CLCF			\$5,000	1	
	\$5,000	CLCF			\$5,000	2	
	\$9,000	CLCF			\$9,000	3	
Non-Contract Personnel & Travel	\$340	WWA			\$340	1	
	\$340	WWA			\$340	2	
	\$340	WWA			\$340	3	
A. TOTAL FEE AQUIRED	\$570,020		\$2,035,000	\$550,000	\$3,155,020		
G. TOTAL ACQUIRED (Sum of A,B,C,D,E,F)	\$570,020		\$2,035,000	\$550,000	\$3,155,020		
Contracts	\$300,000	WWA		\$200,000	\$500,000	4	
	\$150,000	WWA			\$150,000	5	
	\$24,000	WWA			\$24,000	6	
		WWA	\$20,300		\$20,300	8	
		WWA	\$9,300		\$9,300	9	
		WWA	\$5,600		\$5,600	10	
		WWA	\$1,600		\$1,600	11	
	\$100,000	WWA			\$100,000	12	
	\$100,000	WWA			\$100,000	13	
		USFWS				12	10,000
Non-Contract Personnel & Travel	\$3,288	WWA			\$3,288	4	
	\$14,594	WWA			\$14,594	5	
	\$1,976	WWA			\$1,976	6	
	\$340	WWA			\$340	8	
	\$340	WWA			\$340	9	
	\$340	WWA			\$340	10	
	\$340	WWA			\$340	11	
	\$17,000	WWA			\$17,000	12	
	\$7,260	WWA			\$7,260	13	
H. TOTAL RESTORED	\$719,478		\$36,800	\$200,000	\$956,278		\$10,000

Contracts	\$10,000	WWA			\$10,000	6	
	\$10,000	WWA			\$10,000	7	
Materials & Equipment	\$4,500	WWA			\$4,500	6	
Non-Contract Personnel & Travel	\$780	WWA			\$780	6	
	\$780	WWA			\$780	7	
I. TOTAL ENHANCED	\$26,060				\$26,060		
Grant Administration	\$21,250	WWA			\$21,250		
K. TOTAL OTHER DIRECT	\$21,250				\$21,250		
M. GRAND TOTAL DIRECT (Sum of G and H,I,J,K,L)	\$1,336,808		\$2,071,800	\$750,000	\$4,158,608		\$10,000
N. TOTAL INDIRECT	\$36,304	WWA			\$36,304		
GRAND TOTAL (Sum of M and N)	\$1,373,112		\$2,071,800	\$750,000	\$4,194,112		\$10,000
PARTNER INFORMATION	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Wisconsin Waterfowl Association	\$804,112	WWA	\$36,800	\$200,000	\$1,040,912	4-13	
Cedar Lakes Conservation Foundation	\$569,000	CLCF	\$964,882	\$550,000	\$2,083,882	1,2,3	
WI Department of Natural Resources		WDNR	\$665,118		\$665,118	1	
Milwaukee Metropolitan Sewage District		MMSD	\$405,000		\$405,000	1,2	
US Fish and Wildlife Service		USFWS				12	\$10,000
GRAND TOTAL	\$1,373,112		\$2,071,800	\$750,000	\$4,194,912		\$10,000

Grant Administration

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	Grant Administration	\$21,250	15%	WWA	\$3,187.50		\$3,187.50

Tract 1

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 2

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 3

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 4

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA Biologist	\$2,100	15%	WWA	\$315		\$315
General Admin and expenses	WWA Biologist Const. Mgt	\$900	15%	WWA	\$135		\$135
General Admin and expenses	Travel (mi)	\$288	15%	WWA	\$43		\$43

Tract 5

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	Wetland Restoration	\$50,000	15%	WWA	\$7,500		\$7,500
General Admin and expenses	WWA Biologist	\$12,750	15%	WWA	\$1,913		\$1,913
General Admin and expenses	WWA Biologist Const. Mgt	\$1,700	15%	WWA	\$255		\$255
General Admin and expenses	Travel (mi)	\$144	15%	WWA	\$22		\$22

Tract 6

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	Wetland Restoration	\$24,000	15%	WWA	\$3,600		\$3,600
General Admin and expenses	WWA Biologist	\$960	15%	WWA	\$144		\$144
General Admin and expenses	WWA Biologist Const. Mgt	\$680	15%	WWA	\$102		\$102
General Admin and expenses	Travel (mi)	\$306	15%	WWA	\$46		\$46
General Admin and expenses	Wetland Enhancement	\$10,000	15%	WWA	\$1,500		\$1,500
General Admin and expenses	WWA Biologist	\$3,602	15%	WWA	\$54		\$54
General Admin and expenses	WWA Biologist project Mgt	\$240	15%	WWA	\$36		\$36
General Admin and expenses	Travel (mi)	\$306	15%	WWA	\$46		\$46

Tract 7

Allowable	Specific Financial	Direct	Approved	Partner to	I.C. Grant	I.C. Match	Total
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Category from I.C Rate Agreement	Plan Line Items to Which Indirect Cost is Applied	Cost Base Amount	Rate (%)*/ Agreement Date	which I.C. Rate Applies	Amount	Amount	Indirect Cost
General Admin and expenses	Grassland Enhancement	\$10,000	15%	WWA	\$1,500		\$1,500
General Admin and expenses	WWA Biologist	\$360	15%	WWA	\$54		\$54
General Admin and expenses	WWA Biologist Const. Mgt	\$240	15%	WWA	\$36		\$36
General Admin and expenses	Travel (mi)	\$180	15%	WWA	\$27		\$27

Tract 8

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 9

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 10

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 11

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	WWA project mgt	\$340	15%	WWA	\$51		\$51

Tract 12

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin and expenses	Wetland Restoration	\$50,000	15%	WWA	\$7,500		\$7,500
General Admin and expenses	WWA Biologist	\$17,000	15%	WWA	\$2,550		\$2,550

Tract 13

Allowable Category from I.C Rate Agreement	Specific Financial Plan Line Items to Which Indirect Cost is Applied	Direct Cost Base Amount	Approved Rate (%)*/ Agreement Date	Partner to which I.C. Rate Applies	I.C. Grant Amount	I.C. Match Amount	Total Indirect Cost
General Admin	Wetland	\$50,000	15%	WWA	\$7,500		\$7,500

and expenses	Restoration						
General Admin and expenses	WWA Biologist	\$6,000	15%	WWA	\$900		\$900
General Admin and expenses	WWA Biologist Const. Mgt	\$900	15%	WWA	\$135		\$135
General Admin and expenses	Travel (mi)	\$360	15%	WWA	\$54		\$54

If any match was previously approved by the Council via an Optional Matching Contributions Plan, did you include a copy of the letter or email approving the Matching Contributions Plan and give the following information: tracts affected, how much of each partner's match has been used in previous proposals, how much is being used in this proposal, and how much will remain after the current proposal is funded?

WORK PLAN

TRACT -1 Burkepile

OVERALL ACRES AFFECTED: 60

STATE/FEDERAL AGENCIES HOLDING INTERESTS: NA

Acreage Summary of Grant/Match Activities on the Tract:

Acquisition 60 Restoration Enhancement Establishment

Describe all grant/match activities occurring on the tract here: Match funds were used to acquire 60 acres of land adjoining permanently protected lands to the north which is all part of a designated environmental corridor by the Southeastern WI Regional Planning Commission. This parcel was at risk of high development potential due to its location to adjacent preserved lands and relationship to City of West Bend. The parcel contains four acres of forested wetlands. The previously held private property is now open to the public for activities including hunting, hiking, and wildlife viewing. One acre was removed from the full (61) acres for parking lot establishment. This acre was not included in the match acreage or appraised value. The Burkepile family provided a bargain sale for this parcel. The entire purchase value was not used as match. The appraised value was \$1,775,000 it was purchased at 1,675,000 resulting in a bargain sale value of \$100,000, and MMSD provide \$250,000 toward the purchase of the property for a conservation easement, but we are only using \$200,000 knowing we need a new appraisal meeting the UASFLA standards.

Staff time will be used for coordinating with partner and recording paperwork to document match.

Tract 1 Burkepile: Acquisition Financial Plan Justification - \$1,630,340 and 60 acres
Grant - \$5,340 Match – \$1,625,000 Non-Match - \$0 Completion: August 2024

LAND ACQUISITION DISCLOSURE

Type of acquisition: Fee title
Holder of NAWCA conservation interest: Cedar Lakes Conservation Foundation
Grantor/Seller of conservation interest: Jon M. Burkepile and Brian D. Larson, Co-Personal Representatives of the Estate of Norma D. Burkepile
Tenure of conservation interest: perpetuity
All funding sources for acquisition: CLCF, MMSD, WDNR, Jon M. Burkepile and Brian D. Larson, Co-Personal Representatives of the Estate of Norma D. Burkepile
Does the fee title include building envelope(s)? No
Are mineral rights severed or included? Included
Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
LAND COSTS					
Fee Title	60	27,083/acre	1,625,000	August 2024	CLCF,MMSD, WDNR
Subtotal Land Costs					\$1,625,000
APPRAISALS and OTHER ACQUISITION COSTS					
Appraisal	1	\$5,000/ea	\$5,000	Grant Period	Grant
Subtotal Appraisals and Other Acquisition Costs					\$5,000
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$85/hr	\$340	Grant Period	Grant

Subtotal Non-Contract Personnel and Travel				\$340	
TOTAL ACQUISITION DIRECT COSTS				\$1,630,340	

WORK PLAN

TRACT 2- *Owen*

OVERALL ACRES AFFECTED: 40

STATE/FEDERAL AGENCIES HOLDING INTERESTS:NA

Acreeage Summary of Grant/Match Activities on the Tract: 40

Acquisition 40	Restoration	Enhancement	Establishment
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Describe all grant/match activities occurring on the tract here: Match was used to acquire this 40 acre parcel in partnership with the Milwaukee Metropolitan Sewerage District (MMSD). This parcels upland area desirable for development being near existing development and the boundary of City of West Bend limits. The parcel contains 25 acres of declining wetland type (PEM, PSS). Additionally, preserving the adjacent intact forest will protect the wetland. This parcel lies entirely within an environmental corridor designated by the Southeastern WI Regional Planning Commission and is across the road from additional permanently protected properties to the east. Four additional properties between CLCF and WDNR are protected with 1 mile of this parcel. This parcel is only accessible via the ROW which borders the wetland area, and the ROW shoulder is not conducive to parking, no parking area can be constructed without wetland fill which is why this parcel is not open to the public. A new UASFLA will be completed for this parcel.

Staff time will be used for coordinating with partner and recording paperwork to document match.

Tract 2-Owen: Acquisition Financial Plan Justification - \$415,340 and 40 acres
Grant - \$5,340 Match - \$410,000 Non-Match - \$ Completion: September 2024

LAND ACQUISITION DISCLOSURE

Type of acquisition: Fee Title

Holder of NAWCA conservation interest: Cedar Lakes Conservation Foundation

Grantor/Seller of conservation interest: Todd Owen and John Owen

Tenure of conservation interest: Perpetuity

All funding sources for acquisition: CLCF, MMSD

Does the fee title include building envelope(s)? No

Are mineral rights severed or included? Included

Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
LAND COSTS					
Fee Title	40	\$10,250	\$410,000	July 2024	CLCF, MMSD
Subtotal Land Costs			\$410,000		
APPRAISALS and OTHER ACQUISITION COSTS					
Appraisal	1	\$5,000/ea	\$5,000	Grant Period	Grant
Subtotal Appraisals and Other Acquisition Costs			\$5,000		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$85/hr	\$340	Grant Period	Grant

Subtotal Non-Contract Personnel and Travel	\$340
TOTAL ACQUISITION DIRECT COSTS	\$415,340

WORK PLAN

TRACT 3- *Riesch*

OVERALL ACRES AFFECTED: 65

STATE/FEDERAL AGENCIES HOLDING INTERESTS:NA

Acreage Summary of Grant/Match Activities on the Tract:

Acquisition 65 Restoration Enhancement Establishment

Describe all grant/match activities occurring on the tract here: This parcel, 65 acres, will be acquired with match and grant funds. This parcel has 25 acres of declining wetland habitat (PEM,PFO, PSS). This parcel is located within a primary environmental corridor designated by the Southeastern WI Regional Planning Commission and has high development potential being adjacent to current development and the City of West Bend limits. This parcel is adjacent to tract 2 located across the road from additionally preserved property and within 1 mile of four additional parcels already preserved by CLCF and WDNR. The full parcel size is 66 acres but 1 acre was removed from match acreage and match dollars per the appraisal to accommodate a parking lot envelope. This parcel will allow access to tract 2 being adjacent to it and having road access. Non UASFLA came in at 1,255,000 but we are not using the full value as match to accommodate any differences in appraised value.

Pre award costs are requested for tract 3. Negotiations are in process and an Offer To Purchase (OTP) will be submitted after proposal submission. Tract is under threat to development due to its location to adjacent city limits. With an OTP in May or June it would be anticipated that the closing happen before the end of the 2026 calendar year targeting September of 2026. This parcel contain declining wetland habitat types, adjacent intact upland habitat providing valuable habitat for species listed in TAQ 1,2 and 6. Preservation life span is perpetual.

Staff time will be used for coordinating with partner and recording paperwork to document match.

Tract 3-*Riesch*: Acquisition Financial Plan Justification - \$1,109,340 and 60 acres
Grant - \$559,340 Match - \$550,000 Non-Match - \$ Completion: August 2026

LAND ACQUISITION DISCLOSURE

Type of acquisition: Fee title

Holder of NAWCA conservation interest: Cedar Lakes Conservation Foundation

Grantor/Seller of conservation interest: Kenneth P. Riesch, Lindsey M. Riesch, Riesch 3 LLC

Tenure of conservation interest: Perpetuity

All funding sources for acquisition: CLCF, Grant

Does the fee title include building envelope(s)? No

Are mineral rights severed or included? Included

Are water rights severed or included? Included

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
LAND COSTS					
Fee Title	65	\$16923/ac	\$1,100,000	September 2026	CLCF, Grant
Subtotal Land Costs					\$1,100,000
APPRAISALS and OTHER ACQUISITION COSTS					
Survey	1	\$6,000/ea	\$6,000	July 2026	Grant

Closing Costs	1	\$3,000/ea	\$3,000	September 2026	Grant
Subtotal Appraisals and Other Acquisition Costs			\$9,000		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$85/hr	\$340	Grant Period	Grant
Subtotal Non-Contract Personnel and Travel			\$340		
TOTAL ACQUISITION DIRECT COSTS			\$1,109,340		

TRACT 4- Avery Ditch

OVERALL ACRES AFFECTED: 750

STATE/FEDERAL AGENCIES HOLDING INTERESTS: USFWS, WDNR

Acres Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 750 Enhancement Establishment

Describe all grant/match activities occurring on the tract here:

The Avery lateral ditch will be restored with a combination of grant and match dollars. This ditch, dug in the early years of the 20th Century, is a little over 6 miles in length; area hydrology will be restored to its pre-ditch condition by using a combination of ditch plugs and ditch fills to cause surface and sub-surface water to spread laterally from the ditch back into approximately 750 acres of previously drained wetlands. These efforts will restore a mix of wetland types that the UMRGL JV has identified as being in decline: we estimate that this project will result in the restoration of 300 PFO acres, 300 PSS acres, and 150 PEM acres. Ditch plugs will be built at strategic points to prevent “down-ditch” flow of waters and the inter-plug areas will be filled with both the spoil-piles side-cast when the ditch was originally dug, and the trees that have grown on the spoil piles since that time. This combination of plugs and fills removes unnatural elevations, setting the landscape back to its pre-drainage state; thereby, enabling water to flow back into previously drained wetlands.

This work will build on on-going landscape scale wetland restoration efforts. The same techniques were successfully used on roughly eleven miles of ditch on the nearby Neal Lateral and the Russel ditch complex over the past two winters.

Wetlands currently drained by the Avery Lateral, when restored, will hydrologically reconnect with recently restored “Neal Lateral wetlands,” creating a mosaic of wetland types across this landscape. Numerous SGCN and federally listed species documented on Necedah National Wildlife Refuge and Meadow Valley State Wildlife Area will benefit.

The preliminary nature of this project makes it difficult to accurately identify specific budget items, but based on previously completed work on the Neal Lateral we anticipate \$65,000/mile.

Project life is expected to be 26-99 years based restoration practices used.

Staff time will be used for coordinating with WDNR and FWS, designing restoration, obtaining permits delivering activities.

Tract 4-Avery Ditch: Restoration Financial Plan Justification - \$503,144 and 750 acres

Grant - \$303,144 Match - \$200,000 Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					

Wetland Restoration	750	666/ac	\$500,000	Grant Period	Grant
Subtotal Contracts			\$500,000		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist Plan, Permitting	70 hr	\$30/hr	\$2,100	Grant Period	Grant
WWA Biologist Const. Mgt.	30 hr	\$30/hr	\$900	Grant Period	Grant
Travel	400 mi	\$0.72/mi	\$288	Grant Period	Grant
Subtotal Non-Contract Personnel			\$3,288		
TOTAL RESTORATION DIRECT COSTS			\$503,288		

TRACT 5- Meadow Valley

OVERALL ACRES AFFECTED: 109

STATE/FEDERAL AGENCIES HOLDING INTERESTS: USFWS, WDNR

Acres Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 109 Enhancement Establishment

Describe all grant/match activities occurring on the tract here:

Restoration of 100 acres through the removal of surface drainage within Meadow Valley Wildlife Area will occur on the Johnson Lateral and McConnell Lateral. The Johnson lateral will start at its point of origin and be filled heading south. The McConnell lateral will start at its confluence with the East Branch of the Little Yellow River and filled heading north. These are two different ditches, same watershed (Little Yellow River) and the same practices and results will occur on each one so they are listed as one tract. These ditches, dug in the early years of the 20th Century, area hydrology will be restored to its pre-ditch condition by using a combination of ditch plugs and ditch fills to cause surface and sub-surface water to spread laterally from the ditch back into 109 acres of previously drained wetlands. These efforts will restore a mix of wetland types that the UMRGL JV has identified as being in decline: we estimate that this project will result in the restoration of 25 PFO acres, 59 PSS acres, and 25 PEM acres. Ditch plugs will be built at strategic points to prevent “down-ditch” flow of waters and the inter-plug areas will be filled with both the spoil-piles side-cast when the ditch was originally dug, and the trees that have grown on the spoil piles since that time. This combination of plugs and fills removes unnatural elevations, setting the landscape back to its pre-drainage state; thereby, enabling water to flow back into previously drained wetlands.

Project life is expected to be 26-99 years based on practices for restoration.

Staff time will be used for coordinating with WDNR, designing restoration, obtaining permits delivering activities.

Tract 5-Meadow Valley: Restoration Financial Plan Justification - \$164,594 and 109 acres

Grant - \$164,594 Match - \$ Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	109	\$1,376.14/ac	\$150,000	Grant Period	Grant
Subtotal Contracts			\$150,000		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist Planning	150	\$85/hr	\$12,750	Grant Period	Grant
Construction Mgt	20	\$85/hr	\$1,700	Grant Period	Grant
Travel	200	\$0.72/mi	\$144	Grant Period	Grant
Subtotal Non-Contract Personnel			\$14,594		

TOTAL RESTORATION DIRECT COSTS	\$164,594
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TRACT 6- Young Prairie

OVERALL ACRES AFFECTED: 28

STATE/FEDERAL AGENCIES HOLDING INTERESTS:WDR

Acreage Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 28 Enhancement (28) Establishment

Describe all grant/match activities occurring on the tract here: Grant dollars will be used for wetland restoration of 28 acres of this State Natural Area (SNA). A ditch will be filled utilizing existing spoil bank material and a small scrape constructed for additional material as needed to restore hydrology to 9 acres of PEM 3 PFO and 16 acres of PSS. Grant dollars will be used for enhancement (28 acres) work which will occur on the restored wetland acres. This will be woody brush and tree removal which primarily consists of invasive buckthorn. This will be accomplished by forestry mowing with follow up herbicides treatments in areas mowed. Disturbed areas will be seeded with purchased native seed and supplemented with DNR collected native species from the SNA's to bolster species diversity. This work will have benefits to a number of SGCN and the federally listed Rusty Patch Bumble bee which surveys have documented its presence on this SNA. WDR Bureau of Natural Heritage Conservation (NHC) is committed to maintenance as the parcel is on a regular burn schedule to maintain and expanding the work accomplished under this proposal.

Project life is expected to be 26-99 years based restoration practices for restoration and 10-25 years for the enhancement.

Staff time will be used for coordinating with WDR, designing the restoration, obtaining permits, and delivering enhancement activities via contract. If a sub award is developed with WDR this may be sub awarded.

Tract 6-Young Prairie: Restoration Financial Plan Justification - \$35,946 and 28 acres

Grant - \$35,946 Match - \$ Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	28	\$857.14	\$24,000	Grant Period	Grant
Subtotal Contracts					\$24,000
MATERIALS and EQUIPMENT					
Native Seed	15	\$300/ac	\$4,500	Grant Period	Grant
Subtotal Materials and Equipment					\$4,500
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist	32	\$30/hr	\$960		
Travel	425	\$0.72/mi	\$306		
Project Mgt	8	\$85/hr	\$680		
Subtotal Non-Contract Personnel					\$1,946
TOTAL RESTORATION DIRECT COSTS					\$25,946

Tract 6-Young Prairie: Enhancement Financial Plan Justification - \$10,000 and 28 acres

Grant - \$10,000 Match - \$ Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
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CONTRACTS					
Wetland Enhancement	28	\$357	\$10,000	Grant Period	Grant
Subtotal Contracts			\$10,000		
MATERIALS and EQUIPMENT					
Native Seed	15	\$300	\$4,500	Grant Period	Grant
Subtotal Materials and Equipment			\$4,500		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist	12	\$30/hr	\$360	Grant Period	Grant
WWA Project Mgt	8	\$30/hr	\$240	Grant Period	Grant
WWA Travel	250	\$0.72/mi	\$180	Grant Period	Grant
Subtotal Non-Contract Personnel			\$780		
TOTAL ENHANCEMENT DIRECT COSTS			\$15,280		

TRACT 7- Goose Lake

OVERALL ACRES AFFECTED: 10

STATE/FEDERAL AGENCIES HOLDING INTERESTS: WDNR

Acres Summary of Grant/Match Activities on the Tract: 10

Acquisition Restoration Enhancement 10 Establishment

Describe all grant/match activities occurring on the tract here: Grant funds will be used to enhance 10 acres of grassland habitat through the control of common buckthorn, honeysuckle and box elder. The enhancement area is part of a larger grassland complex and is adjacent to a wetland restoration being completed in 2026 which is not part of this proposal. These 10 acres will connect 3 grasslands through woody brush removal which will enhance the effectiveness to birds by creating a larger continuous grassland complex intermixed with wetlands. Control will be accomplished by forestry mowing and the occasional whole tree removal or girdling where necessary with two follow up herbicide applications and cut stump application in less dense areas. Limiting woody encroachment and the eradication of invasive species is critical to maintain high-quality grasslands for nesting waterfowl and grassland birds. Enhancement through invasive control is expected to have a project life of 10-25 years. WDNR is committed to maintaining the enhancements into the future through prescribed burning and inter-seeding. Sub award for this work may be considered if not contracted directly by WWA.

Staff time will be used for recording paperwork coordinating with partner and contractors to provide maps, mark work area and verify standards of work.

Tract 7-Goose Lake: Enhancement Financial Plan Justification - \$10,780 and 10 acres

Grant - \$10,780 Match - \$ Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Grassland Enhancement	10	1,000/acre	\$10,000	Grant Period	Grant
Subtotal Contracts			\$10,000		
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist	12/hrs	\$30/hr	\$360	Grant Period	Grant
WWA Biologist Travel	250/mi	.72/mi	\$180	Grant Period	Grant
WWA Project Mgt.	8/hrs	30/hr	\$240	Grant Period	Grant
Subtotal Non-Contract Personnel			\$780		
TOTAL ENHANCEMENT DIRECT COSTS			\$10,780		

TRACT 8- Lunch Creek**OVERALL ACRES AFFECTED: 15****STATE/FEDERAL AGENCIES HOLDING INTERESTS: WDNR****Acreage Summary of Grant/Match Activities on the Tract: 15**

Acquisition	Restoration	15	Enhancement	Establishment
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Describe all grant/match activities occurring on the tract here: Match dollars were used to restore 15 acres of PEM at 7 acres and PSS at 8 acres. Ditch 1,000 feet in length was fully filled utilizing spoil bank and material excavated from a scrape. This ditch originated at a small spring and emptied into Lunch Creek a Class I cold water trout stream. Removal of the drainage has benefits to migratory birds and Blanding's turtles through the restoration of emergent habitat and shallow surface water as well as benefiting the adjacent cold water stream. The wetland restoration is adjacent to 75 acres of warm season grassland which is excellent nesting habitat for waterfowl and grassland birds, including grasshopper sparrows, a state-listed Special Concern species. This site provides habitat for the state-listed spatterdock darter.

Project life is expected to be 26-99 years based restoration practices.
Staff time will be used for recording paperwork to document match.

Tract 8-Lunch Creek: Restoration Financial Plan Justification - \$20,640 and 15 acres
Grant - \$640 Match - \$20,300 Non-Match - \$ Completion: February 2025

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	15	1,353/ac	\$20,300	February 2025	WWA
Subtotal Contracts					\$20,300
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$5/hr	\$340	Grant Period	Grant
Subtotal Non-Contract Personnel					\$340
TOTAL RESTORATION DIRECT COSTS					\$20,640

TRACT 9- Voss**OVERALL ACRES AFFECTED: 6****STATE/FEDERAL AGENCIES HOLDING INTERESTS:NA****Acreage Summary of Grant/Match Activities on the Tract:**

Acquisition	Restoration	6	Enhancement	Establishment
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Describe all grant/match activities occurring on the tract here: Match dollars were used to restore 6 acres of PEM habitat type. Grading and construction of a berm with WCS were completed to flood an agricultural field. The WCS allows for water level manipulation for vegetation management. A tile line were manipulated with a WCS added to remove drainage from the restored acres but retain drainage from adjacent property. An additional scrape was constructed to generate material for berm construction. A PFW agreement is in place as this is privately owned.

Project life is expected to be 26-99 years based restoration practices and materials.
Staff time will be used for recording paperwork to document match.

Tract 9-Voss: Restoration Financial Plan Justification - \$ 9,640 00 and 6 acres
Grant - \$340 Match - \$9,300 Non-Match - \$ Completion: April 2025

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restorations	6	\$1,550/ac	\$9,300	April 2025	WWA
Subtotal Contracts					\$9,300
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$84/hr	\$340	Grant Period	Grant
Subtotal Non-Contract Personnel					\$340
TOTAL RESTORATION DIRECT COSTS					\$9,640

TRACT 10- Vande Slunt

OVERALL ACRES AFFECTED: 12

STATE/FEDERAL AGENCIES HOLDING INTERESTS: NA

Acreeage Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 12 Enhancement Establishment

Describe all grant/match activities occurring on the tract here: Match dollars were used to restore 12 acres of palustrine emergent marsh and palustrine scrub-shrub habitats. A low head berm was constructed with a WCS across a drainage ditch. Grading and excavation removed a surface drain and allowed the collection of water to restore wetland habitat and hydrology. A scrape was also constructed to generate material for berm construction. A PFW agreement is in place as this is privately owned. Project life is expected to be 26-99 years based restoration practices and materials. Staff time will be used for recording paperwork to document match.

Tract 10-Vande Slunt: Restoration Financial Plan Justification - \$5,940 and 12 acres
Grant - \$340 Match - \$5,600 Non-Match - \$ Completion: May 2025

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	12	\$467/ac	\$5,600	May 2025	WWA
Subtotal Contracts					\$5,600
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$85/hr	\$340	Grant Period	Grant
Subtotal Non-Contract Personnel					\$340
TOTAL RESTORATION DIRECT COSTS					\$5,940

TRACT 11-Ohman

OVERALL ACRES AFFECTED: 7

STATE/FEDERAL AGENCIES HOLDING INTERESTS: NA

Acreeage Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 7 Enhancement Establishment

Describe all grant/match activities occurring on the tract here: Match dollars were used to restore this 7 acre wetland basin to palustrine emergent wetland. A French drain was disabled through excavation and replaced with native clay soil as stones were removed to restore hydrology. A small scrape was excavated to remove cattail and sediment accumulation to diversify the site. A PFW agreement is in place as this is privately owned. Management of the invasive cattail is being completed by the landowner increasing the native wetland vegetation coverage area.

Project life is expected to be 26-99 years based restoration practices.

Staff time will be used for recording paperwork to document match.

Tract 11-Ohman: Restoration Financial Plan Justification - \$1,940 and 7 acres
Grant - \$340 Match - \$1,600 Non-Match - \$ Completion: September 2024

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	7	\$229/ac	\$1,600	February 2025	WWA
Subtotal Contracts					\$1,600
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Project Mgt	4	\$85/hr	\$340	Grant Period	Grant
Subtotal Non-Contract Personnel					\$340
TOTAL RESTORATION DIRECT COSTS					\$1,940

TRACT 12- Priority Private Lands

OVERALL ACRES AFFECTED: 70

**STATE/FEDERAL AGENCIES HOLDING INTERESTS: USFWS Partners for Fish and Wildlife
Landowner Agreement**

Acreage Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 70 Enhancement Establishment

Describe all grant/match activities occurring on the tract here: Grant dollars will be used to restore PEM, PFO and PSS habitat types. In Wisconsin, over 75% of private lands are privately owned. This makes it critically important complete restorations on private lands to meet the goals of the UMGL JV. WWA has a longstanding partnership with USFWS PFW program. Wetland restoration projects will restore and enhance hydrology on 70 acres by disabling drain tiles, plugging ditches, excavating shallow basins, and installing low level berms and water control structures where necessary. Projects will be selected based on the greatest benefit to wildlife, and priority wetland habitat types as identified by the UMGL JV and priority watersheds as identified in the WWHCS. Private landowners will sign a 10-year PFW agreement for all restoration projects. WWA continually has project inquires and those are reviewed by staff and ranked per WWA's Habitat Committee ranking sheet and voted on by the habitat committee based on the sheets ranking.

The preliminary nature of these projects makes it difficult to accurately identify specific budget items. Therefore, the following information is provided in lieu of a detailed budget break down. A cubic yard of dirt moved for wetland restoration is approximately \$8.00 and is generally lower than that for ditch plug/fills and higher than that for berm construction. Tile removal is \$1.00/ln ft. Placed water control structures range from \$3,000 for smaller structures to \$15,000 for larger diameter structures. Non match dollars will for FWS to administer their PFW Agreements with the landowner and review sites and plans provided by WWA. Grant funds may be pooled with funds from other partners and landowners for these

projects. Typically WWA see a 50% cost share on project coming from the landowner. WWA will be facilitating the projects including design, permitting, and construction management and paying invoices. Project life is expected to be 26-99 years based restoration practices for restoration. Staff time will be used for coordinating with WDNR and/or FWS, designing restoration, obtaining permits delivering activities.

Tract 12-Priority Private Lands: Restoration Financial Plan Justification - \$127,000 and 70 acres
Grant - \$117,000 Match - \$ Non-Match - \$10,000 Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland Restoration	70	\$1,429/ac	\$100,000	Grant Period	Grant
Subtotal Contracts					\$100,000
NON-CONTRACT PERSONNEL and TRAVEL					
USFWS PFW	125/hr	\$80/hr	\$10,000	Grant Period	USFWS
WWA Biologist	200/hr	\$85/hr	\$17,000	Grant Period	Grant
WWA Travel					
Subtotal Non-Contract Personnel					\$27,000
TOTAL RESTORATION DIRECT COSTS					\$127,000

TRACT 13- Public Land Wetland Restorations

OVERALL ACRES AFFECTED: 50

STATE/FEDERAL AGENCIES HOLDING INTERESTS: WDNR

Acreage Summary of Grant/Match Activities on the Tract:

Acquisition Restoration 50 Enhancement Establishment

Describe all grant/match activities occurring on the tract here: Grant dollars will be used to restore 50 acres of wetland on WDNR or FWS lands. WWA has an agreement with WDNR which assesses Wildlife Areas owned by WDNR for hydrological wetland restoration. WWA designs plans, carries out permitting and construction management under this agreement. WDNR wildlife biologist review and approve the plans and project validating they are meeting the properties goals of the WDNR. Currently WWA has 12 projects with potential but they need further assessment for implementation. These projects will restore a mix of PEM and PSS wetland habitat types on public lands.

Wetland restoration projects will restore hydrology on 50 acres by disabling drain tiles, plugging ditches, excavating shallow basins, and installing low level berms and water control structures where necessary. Projects will be selected based on the greatest benefit to migratory birds, and priority wetland habitat types as identified by the UMGL JV in conjunction with priority watersheds as identified in the WWHCS overlapping with WDNR's Conservation Opportunity score. The preliminary nature of these projects makes it difficult to accurately identify specific budget items. Therefore, the following information is provided in lieu of a detailed budget break down. A cubic yard of dirt moved for wetland restoration is approximately \$8.00 and is generally lower than that for ditch plug/fills and higher than that for berm construction. Tile removal is \$1.00/ln ft. Placed water control structures range from \$3,000 for smaller structures to \$15,000 for larger diameter structures.

We see a higher cost/acre on smaller scale public lands hydrological restoration projects because the landowner is not contributing toward the restoration costs as we would see with private lands projects.

Project life is expected to be 26-99 years based restoration practices and materials.
Staff time will be used to coordinate with landowners and FWS staff to facilitate plans, permits and oversee construction.

**Tract 13-Public Land Wetlands Restorations: Restoration Financial Plan Justification - \$107,260
and 50 acres**

Grant - \$107,2600 Match - \$ Non-Match - \$ Completion: Grant Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Wetland restoration	50 ac.	\$2,000/acre	\$100,000	Grant Period	Grant
Subtotal Contracts					\$100,000
MATERIALS and EQUIPMENT					
Subtotal Materials and Equipment					\$
NON-CONTRACT PERSONNEL and TRAVEL					
WWA Biologist plans/permitting	200 hr	\$30/hr	\$6,000		
WWA Construction mgt.	30 hr	\$30/hr	\$900		
Travel	500 mi	\$0.72/mi	\$360		
Subtotal Non-Contract Personnel					\$7,260
TOTAL RESTORATION DIRECT COSTS					\$107,260

**OTHER DIRECT GRANT/MATCH ACTIVITIES FINANCIAL TABLE
JUSTIFICATION – \$21,250**

Grant - \$21,250 Match - \$ Non-Match - \$

Describe in detail other activities associated with implementing the grant that cannot be assigned to one or more tracts. Include continuing Matching Contribution Plan information (if applicable). Costs under this section may be disallowed if such costs appear to be unnecessary, unreasonable, duplicative, or allocable to a particular tract.

WWA will administer the NAWCA Grant, during the grant period in accordance with the NAWCA Administration Standards and assure partners are following the same standards. WWA personnel cost associated with administration will comply with 2 CFR Part 230. Activities may include budget management, completing annual and final performance progress reports and financial progress reports, documentation for grant requirements and activities to overall grant management.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
WWA Grant Administration	250	\$85/hr	\$21,250	Grant Period	Grant
TOTAL OTHER ACTIVITIES DIRECT COSTS					\$21,250

Tract Table:

Tract ID	Activity Type	Wetland Acres	Upland Acres	Public Access	Funding Category	Funding Source	County and State	Central Tract Location in Decimal Degrees	Final Title Holder
Tract 1	Fee Acquired	4	56	60	OM	CLCF/WDNR	Washington, WI	43.4003 88.2265	CLCF
Tract 2	Fee Acquired	25	15	0	OM	CLCF, MMSD	Washington, WI	43.4158 88.2445	CLCF
Tract 3	Fee Acquired	25	40	0	G, NM	CLCF, NAWCA	Washington, WI	43.4191 88.4444	CLCF
Tract 4	Restoration	750	0	750	G,NM	NAWCA	Juneau, WI	44.1262 90.2162	USFWS
Tract 5	Restoration	109	0	109	G	NAWCA	Juneau, WI	44.1409 90.2562	WDNR
Tract 6	Restoration	28	0	28	G	NAWCA	Jefferson, WI	42.8478 88.6305	WDNR
Tract 6	Enhancement	(28)	0	(28)	G	NAWCA	Jefferson, WI	42.8478 88.6305	WDNR
Tract 7	Enhancement	0	10	10	G	NAWCA	Dane, WI	43.0901 89.0454	WDNR
Tract 8	Restoration	15	0	15	OM	WWA	Waushara, WI	44.0597 89.3639	WDNR
Tract 9	Restoration	6	0	0	OM	WWA	Winnebago, WI	44.2258 88.6377	Voss
Tract 10	Restoration	12	0	0	OM	WWA	Fond du Lac, WI	43.7772 88.7699	Vande Slunt
Tract 11	Restoration	7	0	0	OM	WWA	Sheboygan, WI	43.7621 88.0902	Ohman
Tract 12	Restoration	70	0	0	G	NAWCA	Various, WI	Various	Private
Tract 13	Restoration	50	0	50	G	NAWCA	TBD, WI	TBD	WDNR/ FWS
Total Acres		1,101(28)	121	1,022(28)					

FINAL TITLEHOLDER SUMMARY: USFWS Tracts 4; WDNR Tracts 5,6,7,8,13; CLCF Tracts 1,2,3; Voss Tract 10, Vande Slunt Tract 11, Ohman Tract 12

TECHNICAL ASSESSMENT QUESTION #1
How does the proposal contribute to the conservation of waterfowl habitat?

Species	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits (Identify individual tracts)
High Priority			
Northern Pintail	50 migrants	Migration	4,5,9,12,13 Emergent, Seasonal to semi-permanent wetlands provide open water, wetlands will provide suitable foraging during both fall and spring migration.
American Black Duck	30 migrants	Migration	4,5,9,13 Open water wetlands, emergent and sedge meadows will support the migrants within the project boundaries.
Lesser Scaup	25 migrants	Migration	4,5,9,12,13 Inland open water, sedge meadow marshes, semi-permanent wetlands will provide stopover habitat and food resources for spring and fall migration of lesser scaup.
Mallard	1,500 migrants 100 breeding pairs	Breeding, Migration, wintering	1-13 A common breeding, wintering and migrant in the project area. A mix of semi-permanent emergent to sedge meadow provide foraging resources during migration and wintering with adjacent upland acreage will support Mallards during breeding periods.
Trumpeter Swan, Interior	25 migrants 2 breeding pairs	Breeding, migration	4,5, Emergent marshes provide the necessary habitat for breeding and migrant swans in Wisconsin, as well as suitable brood rearing and food energy sources.
Medium Priority			
American Wigeon	100 migrants	Migration	4,5,9,10,12,13 Shallow emergent marshes and seasonally flooded wetlands are highly utilized which provides adequate food resources for migrating birds.
Greater Scaup	20 migrants	Migration	4,5 Larger open water tracts adjacent to shallower emergent marshes provide both ideal stopover locations as well as foraging habitat.
Gadwall	100 Migrants	Migration	4,5,9,10,12 Shallow emergent marshes with invertebrates for feeding will provide suitable foraging during migration.
Blue-winged Teal	1,500 migrants 5 breeding pair	Breeding, Migration	4-13 A common and WWHCS focal species are common migrant and breeder. Shallow emergent and seasonally flooded wetlands with adjacent nesting grasslands support breeding pairs and migrating birds. Confirmed breeder in

			majority of counties within proposal.
Green-winged Teal	200 migrant	Migration	4-13 Shallow open water and emergent marshes are preferred foraging habitat. A common migrant foraging on invertebrates and seeds.
Common Merganser	25 migrant	Migration	4,5 A common migrator. Open water, emergent marshes, provide the needed habitat for feeding and resting for migrating birds.
Bufflehead	25 migrant	Migration	4,5 Buffleheads need large open water and emergent marshes for both safe stopover locations as well as foraging opportunities .
Low Priority			
Redhead	10 migrant	Migration	4,5,13 Open water and semi emergent wetland provide food energy resources for redheads as well as stopover loafing during migration.
Wood Duck	1,500 migrant 250 breeding pairs	Breeding, Migration	1-13 Forested wetland mixed within a mosaic of upland forest will provide breeding, nesting and brood rearing habitat. Emergent wetlands adjacent to riverine and forest cover will provide loafing and feeding during migration.
Northern Shoveler	200 migrant 5 breeding pair	Migration, Breeding	4,5,6,7,13 Shallow emergent marshes and seasonally flooded wetlands provide necessary stopover locations and energy for migrating birds. Confirmed breeding throughout project area Grasslands and sedge meadow near shallow marshes preferred.
Ring-neck Duck	200 migrants	Migration, Breeding	4,5 Open water and emergent wetlands provide valuable food energy and stopover locations during migration. Confirmed breeder adjacent to tract 4 utilizing emergent marsh.
Hooded Merganser	500 migrant 100 breeding pairs	Breeding, Migration	2-6, 13 A focal species of the WWHCS, forested wetlands, will provide breeding cavity tree nesting. Emergent and scrub/shrub habitat will benefit migratory and brood rearing periods.
Canada Goose Mississippi Flyway Giant	750 migrant 100 breeding	Breeding, Migration	2-13 Migration and breeding habitat is similar, open emergent water and sedge meadow marsh. Feed on aquatic vegetation, grasses, and sedges. Habitats provide good brood rearing.

If tracts are not yet identified, briefly explain below what procedure will be used to ensure that high quality habitat is targeted.

Tracts 12 and 13 have yet to be identified restorations. These tracts will be selected based on priority species benefitting from TAQ 1,2 and 6 and priority habitat types under the UMGL JV Implementation land and the WWHCS priority watershed ranking. Tract 13 will also take into account WDNR's

Conservation Opportunity scoring matrix. Tract 12 will have FWS Partners helping review and provide input for these restorations and will provide consultation for federally listed species benefit.

TECHNICAL ASSESSMENT QUESTION #2

How does the proposal contribute to the conservation of other wetland-associated migratory birds?

A. Priority bird species:

Species/BCR#	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits (Identify individual tracts)
Black-billed Cuckoo/BCR23	30 migrants 12 breeding	Breeding, Migration	2-6, 8 Dense forested or shrub-carr wetlands will provide suitable breeding and nesting habitat.
Leconte's Sparrow/BCR 23	5 migrants	Migration	4,5, 9 Protection and restoration of sedge, wet meadows and marshes will benefit this species for foraging.
Canada Warbler/BCR 23	25 migrants	Migration	2-6, 13 Shrub-carr and riparian marsh corridors provide migratory habitat.
Dunlin/BCR23	10 migrants	Migration	9,13,6 Restoration of shallow marshes and wetland edges will provide ample invertebrate food resources and important stopover habitat for migrating birds.
Semipalmated Sandpiper/ BCR23	15 migrant	Migration	4,6,9 Restoration of shallow marshes with seasonally fluctuating water levels will provide mud flats needed for foraging and stopover habitat.
Short-billed Dowitcher/ BCR23	15 migrants	Migration	4-6, 13 Restoration of natural hydrology to all tracts will restore natural fluctuations in water level, providing the shallow water interspersed with open mudflats necessary for foraging.
Lesser Yellow Legs/ BCR23	40 migrants	Migration	4-13 Restoration of shallow marshes, open water and mudflats suitable as stopover habitat.
Black Tern/ BCR23	50 migrants 12 breeding pairs	Breeding, Migration	4,5,9,13 Quality, emergent wetlands with subaquatic and aquatic vegetation needed for breeding and migration.
Rusty Blackbird/ BCR23	30 migrants 10 breeding pairs	Breeding, Migration	2-6,12,13 Restoration of shrub-carr and forested wetlands will provide preferred nesting and stopover habitat for foraging.
Black Tern/ BCR23	30 migrants 15 breeding pairs	Migration, Breeding	4,5,10,13 Provide high-quality, emergent wetlands with subaquatic and aquatic vegetation needed for Breeding, foraging and migration.

B. Other wetland-associated bird species:

Species	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits (Identify individual tracts)
Marsh Wren	100 migrants 40 breeding pairs	Breeding, Migration	2-13 Restoring emergent marsh and sedge meadow habitat will improve foraging and nesting habitat.
Bald Eagle	2 breeding pairs	Breeding, Wintering	1-5, Nest in forested areas adjacent to bodies of water, Restoration of wetlands will improve nest sites in tall trees adjacent to water, Winter open areas when open water exists
Pie-billed Grebe	100 migrants 15 breeding pair	Breeding, Migration	4,5,13 Marshes, ponds, for nesting, foraging and migrating.
Prothonotary Warbler	10 breeding pair	Breeding	4,5 wooded woodlands will provide breeding and nesting holes in trees adjacent to standing water.

Willow Flycatcher	50 breeding pair	Breeding	2-6,8,10,13 Shrub-carr wetlands and woodland edges adjacent to shallow water will provide foraging and nesting habitat.
Black-Crowned Night Heron	25 migrants 10 breeding pairs	Breeding, Migration	2,3,10-13 Sedge meadow and shallow marshes with ample vegetation for cover. Utilizing nesting sites in trees over water.
Least Bittern	12 pairs	Breeding	2-6,13,10 Shallow marshes for foraging and nesting habitat, and ample pockets of open water restored hydrology.
Wilson's Phalarope	5 migrants 1 breeding pair	Breeding, Migration	6, 8-13 Emergent marshes with reeds for cover and habitat during migration and nesting.

TECHNICAL ASSESSMENT QUESTION #3

How does the proposal location relate to the geographic wetland priorities described by the North American Waterfowl Management Plan, Partners In Flight, the U.S. Shorebird Conservation Plan, and/or the North American Waterbird Conservation Plan, along with regional priorities?

A. National wetland conservation priorities:

National Bird Plan Priority Areas	In	Partially In	Out
NAWMP	All Tracts		
PIF	1,2,3,4,5,9,10,11	6,7, 12,13	8
Wading Birds	All Tracts		
Shorebirds			All Tracts

B. Regional wetland conservation priorities:

Regional and Other Plans	Description
UMGL JV 2007 Implementation Plan	Contributes 323(9)PEM, 338(3) PFO, 440(16) PSS, and 121 upland acres to habitat objectives listed for WI BCR 23.
UMGL JV 2017 Waterfowl Habitat Conservation Strategy	Contributes 323(9)PEM, 338(3) PFO, 440(16) PSS to BCR 23 habitat objectives. All tracts provide migratory habitat and some providing breeding and migratory habitat.
UMGL JV 2018 Waterbird Habitat Conservation Strategy	Contributes 323 (9)PEM, 338(3) PFO, 440(16) PSS to deficits in BCR 23 habitat objectives.
UMGL JV 2007 Shorebird Habitat Conservation Strategy	Contributes 323 (9)PEM to deficits in BCR 23 habitat objectives
UMRGL JV 2020 Landbird Habitat Conservation Strategy	Contributes 338(3) PFO, 440(16) PSS, and 121 upland acres to habitat objectives listed for BCR 23.
Wisconsin Waterfowl Habitat Conservation Strategy 2020	Contributes 323(9)PEM, 338(3) PFO, 440(16) PSS, and 121 upland acres to habitat objectives in high priority watersheds.
Wisconsin Wildlife Action Plan	The WWAP identifies conservation opportunity for the Yellow River as a state aquatic opportunity and the surrounding area as an upper Midwest ecological significance for tracts 4 and 5. The proposal implements conservation activities for the 3 ecological landscapes the proposal outlines to benefit SGCN.
Wisconsin All Bird Plan	Tract 4 and 6 are within IBA's (Necedah Refuge, Southern Kettle Moraine), Tract 4,8,9 are immediately adjacent to IBA's (Lunch Creek Sedge Meadow, Lower Wolf River, Necedah Refuge). Address priority species

	in these IBA's for habitat requirements, directly restoring emergent marsh which under this plan is considered the highest value wetland habitat for birds
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TECHNICAL ASSESSMENT QUESTION #4

How does the proposal relate to the national status and trends of wetlands types?

ACTIVITY AND TRACTS IN THE PROPOSAL	STATUS, TYPES, AND ACRES OF WETLANDS Note: Types subsidiary to types listed below have the same status.											UPLANDS	TOTAL
	DECREASING				STABLE		INCREASING				NO TREND DATA		
	PEM	PFO	PSS	E2Veg	L	R	M2	PUB	E1	E2US	PML		
SECTION A													
Fee		4	50									111	165
ACQUIRED TOTAL		4	50									111	165
RESTORED	323	338	440										1101
ENHANCED												10	10
TYPE TOTALS	323	338	440									121	1222
STATUS TOTALS	1101											121	1222
GRAND TOTALS	1101											121	1222
SECTION B													
Tract 1		4										56	60
Tract 2	19		6									15	40
Tract 3	6	6	13									40	65
Tract 4	150	300	300										750
Tract 5	25	25	59										109
Tract 6	9	3	16										28
Tract 7												10	10
Tract 8	2		13										15
Tract 9	6												6
Tract 10	9		3										12
Tract 11	7												7
Tract 12	50		20										70
Tract 13	40		10										50

Provide a brief narrative to describe upland habitats (e.g., cropland, grassland, forest) and the relationship to wetlands and migratory bird conservation (i.e., reason for including in proposal):

The upland habitat of 121 acres consists of forest and warm season grasslands. Connecting three smaller grasslands into single larger complex will better support grassland dependent birds in connectivity with wetlands and remove predator corridors to reduce predation on nesting birds. Tract 7 grasslands will provide nesting habitat for mallards, blue-winged teal and provide nesting habitat for grassland dependent song birds such as Bobolinks which are present have been documented on the site. Tracts 1, 2 and 3's forest cover will provide cavity nesting habitat for wood ducks and hooded mergansers as well as benefit neo-tropical songbirds such as Cerulean Warbler documented within the area of these tracts will benefit from mature forest for foraging and nesting. These upland forest tracts also provide ecological benefits such as reducing sediment and runoff protecting the integrity of wetlands along with critical connection of intact environmental corridors on a landscape scale.

TECHNICAL ASSESSMENT QUESTION #5

How does the proposal contribute to long-term conservation of wetlands and associated uplands?

ACTIVITY AND TRACTS IN THE PROPOSAL	ACRES BY LONGEVITY OF BENEFITS				TOTAL ACRES
	* Includes water control structures made of material other than wood. ** Includes wood water control structures and pumps.				
	PERPETUITY	*26-99	**10-25	< 10	
SECTION A					
Fee	165				165
TOTAL ACQUIRED	165				165
RESTORED		1047			1047
ENHANCED			10(28)		10(28)
TOTAL	165	1047	10(28)		1,222(28)
SECTION B					
Tract 1	60				60
Tract 2	40				40
Tract 3	65				65
Tract 4		750			750
Tract 5		109			109
Tract 6 restored		28			46
Tract 6 enhanced			(28)		(28)
Tract 7			10		10
Tract 8		15			15
Tract 9		6			6
Tract 10		12			12
Tract 11		7			7
Tract 12		70			70
Tract 13		50			50

Provide a brief narrative describing the significance of the proposal to:

- How the project area and tracts might be affected by changing environmental conditions within the next 30-50 years,
- How the activities proposed will address, in a resilient and adaptive manner, any effects caused by changing environmental conditions.

Habitat in this proposal is at a growing risk to development especially the area around tract 1-3. This watershed has lost 48% of its lands to development. With increased development not only is habitat lost but increased runoff affect the surrounding wetlands through inundation of storm water runoff from impervious surfaces and higher nutrient loading exacerbating invasive species domination of those wetlands. Preserving and restoring naturally functioning landscapes buffers the nearby effects of climate change by reducing edge effect and stressors that degrade and reduce habitats benefits to migratory birds. Through this degradation, habitat value for wildlife in the remaining wetland acres is declining.

According The Wisconsin Initiative Climate Change Vulnerability Assessment (WICCVA), emergent marsh habitat, has a low vulnerability to climate change impacts with moderately supportive impact to help prevent climate change with high adaptability. We expect the mosaic of wetland habitat types will work in tandem to provide the region with important habitat while also ensuring robust landscapes

capable of long term adaptation in a climate changing world. According to the framework provided by the U.S. Fish and Wildlife Services' strategic plan for responding to changing environmental conditions, this project aims to mitigate the impacts of climate change. By restoring wetland acres and protecting existing wetland acres, this proposal will sequester additional carbon from the atmosphere.

By restoring the natural wetland hydrology, we will mitigate future flooding which is projected to increase with more high precipitation events in a gradually warmer and wetter environment predicted for this region of the US over the next 50 yrs. from the WICCVa. Hydrologically modified wetlands such as those targeted by this proposal increase flooding by moving water as quickly as possible off site and into and low-lying areas downstream. Based on the WICCVa Wisconsin is project to increase it's greater than 2" precipitation events by two days. By removing drainage features such as ditches and tile lines, these restorations will increase soil absorption and ponding, reducing flood impacts to wetlands downstream. Increased soil moisture and ponding will prolong the hydro periods of these wetlands providing consistent wetland habitat benefiting the species referenced in TAQ 1 and 2.

This proposal provides resiliency to the identified habitat and surrounding area in a changing environment. North American ducks are indeed choosing to shorten their migrations by wintering in areas farther north where food and water might previously have been buried under snow and ice (Fritts 2021). This statement is based on research completed by Kaminski in cooperation with Audubon Society indicating that as climate change continues more northern latitude states will need to provide the energetic resources for waterfowl for wintering. Supported by the WICCVa which indicates winter temperatures in WI will show the greatest increase creating more opportunity for waterfowl species to have access to water and food in WI during wintering months.

TECHNICAL ASSESSMENT QUESTION #6

How does the proposal contribute to the conservation of habitat for wetland associated, Federally listed or proposed endangered species; wetland dependent Species of Greatest Conservation Need (SGCN) from the appropriate State Wildlife Action Plan (SWAP); and other wetland-associated fish and wildlife that are specifically involved with the proposal?

A. Federally Threatened, Endangered, or Proposed candidate species:

Species	Explanation of Benefits
Rusty Patch Bumble Bee (federal endangered)	High Potential Zone: Tracts 1,2,3,6,7,11. Low Potential Zone: Tracts 10,9. The proposal falls in the CU1 unit of the draft recovery plan with a goal of 32 populations and 16 healthy populations distributed across a diversity of habitat types, aspects, slopes, elevations and latitudes. Recovery actions addressed with this proposal: #2 protecting habitat in high potential zones and #4 protecting existing populations- they are documented on Tract 6.
Whooping Crane (federal endangered)	Tracts 4,5 have established nesting on refuge, with a population of 60 individuals and continued release of individuals occurring. Pair unison calling was observed on adjacent wetlands restored in 2025 with same process in proposal. Increased nesting and breeding habitat with restored PEM.
Eastern Massasauga Rattlesnake (Federal Threatened)	Tracts 4,5,7 Species occurs within the grant proposal area occurring in sedge meadows, wet prairies, shrub-carr near streams and adjacent uplands for short periods.
Northern Long-eared Bat (Federal Endangered)	Tracts 1,2,3,4,5 All 3 ecological landscapes in the proposal are ranked 2 of 3 priority within the WWAP. Day roost in trees under bark or in crevices of tree species. Forage within forests, along edges, ponds, and streams.

B. Wetland-dependent species of greatest conservation need (SGCN) from the appropriate State

Wildlife Action Plan (SWAP):

Species	Explanation of Benefits
Spatterdock Darner (State Threatened)	Tract 4,5,8 primarily inhabits small, shallow, fish-free, peaty lakes, boggy ponds, and marshes with abundant vegetation.
American Bittern (Special Concern)	Tract 4,5,6,7,9 All 3 ecological landscapes rank the highest of importance under the WWAP. Wetland protecting and restoration will benefit it. Uses variety of shallow emergent marshes and wetlands
Blanchard's Cricket Frog (State Endangered)	Tracts 4,5,6,7,8,9 Inhabits variety of habitats including marshes, fens, sedge meadows, low prairies, and exposed mud flats. Primarily breeds in adjacent ponds, lakes, and wetlands.
Silphium Borer (State Endangered)	Tract 6 Present on adjacent land enhancement and restoration of wetlands to wet prairie sedge meadow along edges where Silphium plants establish.
Great Egret (State Threatened)	Tract 4,5 Restoration of wetlands for foraging in shallow wetlands.
Sora Rail (SGCN) (special Concern)	Tract 2-6, 8-13 Inhabit dense vegetative marsh habitats. Preservation of high quality wetlands. Benefits include foraging and breeding habitat
Blanding's Turtle (Special Concern)	Tract 1,2,3,4,5,6,7,8,9,10, Restoration of shallow marshes with submergent vegetation with adjacent upland for nesting. Overwinter in marshes
American Woodcock (WI SGCN)	Tract 1,2,3,4,5,6,7,8,9,10,11,12,13 American woodcocks have been observed or near all of the tracts. Moist, shrubby wetlands restored will provide feeding and nesting sites for this species.
Yellow-headed Blackbird (Special Concern)	Tract 2,3,9,10,11 Breeds in freshwater sloughs, cattails, and lake edges. Restored emergent marsh support breeding.
Pickerel Frog (Special Concern)	Tract 2,3,7,6 Often breed in wetlands, particularly shallow permanent and semi-permanent warm waters. Use water cress and ground water discharge to overwinter as seepage locations.

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TECHNICAL ASSESSMENT QUESTION #7

How does the proposal satisfy the partnership purpose of the North American Wetlands Conservation Act?

A. Ratio of the Non-Federal Match to the Grant Request: 2.05:1

B. 10% Matching Partners: 4

Cedar Lakes Conservation Foundation
 Milwaukee Metropolitan Sewage District
 WI Department of Natural Resources
 Wisconsin Waterfowl Association

C. Partner Categories

State agency(ies): Wisconsin Department of Natural Resources

Non-governmental conservation organization(s): Wisconsin Waterfowl Association, Cedar Lakes Conservation Foundation

Local government(s), county(ies) or municipality(ies): Milwaukee Metropolitan Sewerage District

Private landowner(s):

Profit-making corporation(s):

Native American government(s) or association(s):

Federal agency(ies): US Fish and Wildlife Service

Other partner group(s):

D. Important Partnership Aspects (new grant recipient, significant new partners, unique partners, large numbers of partners under any category in C above, non-financial contributions):

Building off of WWA's successful partnerships for small NAWCA proposals WWA has leveraged its partnerships to greatly expand its opportunity to have a larger impact. This group of partners has never partnered together on a grant proposal before, but all bring unique interests that support the goals of NAWCA. This partnership takes a new step for partners in a different way; for the first time, WWA will be leading the development and administration of a large NAWCA grant, bringing together a group that can support both the match, acquisition and restoration goals of the proposal. CLCF has never before partnered on a NAWCA grant and would be a new recipient of funds, broadening the impact of this proposal by engaging a land trust that prioritizes the ecosystem health of the Cedar Lakes region. MMSD will be partnering with WWA on a NAWCA grant for the first time, bringing a broad interest in wetland restoration and preservation. WDNR and USFWS- Partners for Fish and Wildlife Program are longstanding partners. Building a new partnership to leverage match dollars and restoration and preservation activities will directly benefit UMGLR JV plans goals for migratory bird conservation.

E. Public Access:

The majority of the 1022 acres are publicly accessible for all activities such as hunting, hiking, paddling, wildlife observation and birding. Fee title acquisition of Tract 1 will open 60 new acres to full access providing recreational opportunities in the region. Tract 2 acquisition remains closed due to a lack of safe access point totaling 40 acres. The only access point is along a ROW which borders the wetland. Due to this no parking lot can be constructed and the road shoulder is too narrow for parking. This may change with the addition of Tract 3. Tract 3 acquisition; 65 acres, is still to be determined at this point due to its status as privately owned. Once acquisition is finalized access will be determined by the governing body of the land trust. It will most likely being open to hiking, birding and wildlife observation, but it is listed as closed in the proposal due to its undetermined status by the partner. Tract 3 would provide access to tract 2 as they are adjacent to one another. Tract 4 (Necedah NWR and Meadow Valley WA) will provide 750 wetland restoration acres of public access. Some restrictions on upland and migratory bird hunting exist on some of the acres occurring on NNWR but are open to other recreational opportunities and fully open to gun deer hunting. The Meadow Valley portion is fully open to public access. Tract 5-8, 13 have recreational access totaling 212 acres and the planned wetland restoration will improve opportunities on those tracts. Tract 9-11, 12 are privately held and closed to public access for a total of 95 acres.

ATTACHMENTS
NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal that you are contributing to? Wisconsin Priority Ecological Landscapes Initiative

What is the name of your organization (private landowners/individuals indicate "Private")?
Wisconsin Waterfowl Association

When will you make the contribution? Old match contributions were made prior to grant submission and new match will be provided during the grant period.

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? WWA is pleased to provide \$236,800 in match toward this initiative for Tract 4,8,9,10,11. None of the money is federal in origin. The old match funds have already been secured and allocated to specified Tracts, new match is secured.

What long-term migratory bird and wetlands conservation work will the contribution cover? These tracts provide 790 acres of restored wetland habitat for migratory birds with all 790 acres of that being declining wetland habitat type. Wetland restoration goals will support the UMRGLJV and the Wisconsin Waterfowl Habitat Conservation Strategy.

Does the proposal correctly describe your contribution, especially the amount? Yes

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? WWA is not planning to hold title to any land purchased with grant dollars under this proposal.

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. Our contribution has not been used to meet any other federal programs match or cost share requirements.

Will the project benefit tribal hunting and fishing treaty rights and if so, how? No

Do you have any additional comments? WWA looks forward to partnering on this North American Conservation Act proposal which will restore over 1,100 acres of wetland habitat for migratory birds. We feel strongly that this work is a direct alignment with our mission to restore habitat for waterfowl in WI.

Signature:



Name (printed), Title, and Affiliation:
Brad Heideel, Executive Director, Wisconsin Waterfowl Association

Date Signed: 5/5/2026

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal that you are contributing to? Wisconsin Priority Ecological Landscapes Initiative

What is the name of your organization (private landowners/individuals indicate "Private")?
Cedar Lakes Conservation Foundation

When will you make the contribution? Contributions for Tract 1 and 2 were made prior to grant submission. Contribution for Tract 3 will be made after grant submission.

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? CLCF is pleased to provide \$1,514,882 in match toward the acquisition of Tract 1 (Burkepile) Tract 2 (Owen) and Tract 3 (Reisch) toward this initiative. None of the money is federal in origin. The old match funds have already been secured and allocated toward those acquisitions in 2024. The new match contribution has already been raised and secured within the organizations financial systems.

What long-term migratory bird and wetlands conservation work will the contribution cover? These tracts provide 165 acres of permanently preserved habitat for migratory birds with 54 acres of that being declining wetland habitat type.

Does the proposal correctly describe your contribution, especially the amount? Yes

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? CLCF is competent to hold title to, and manage, conservation lands acquired with grants funds. We are willing to record a Notice of Grant Agreement to each of the properties.

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. Our contribution has not been used to meet any other federal programs match or cost share requirements.

Will the project benefit tribal hunting and fishing treaty rights and if so, how? No

Do you have any additional comments? CLCF as one of the oldest land trust in WI is happy to provide our match dollars toward this North American Conservation Act proposal.

Signature:



Name (printed), Title, and Affiliation:

Sophie Crosetti, Executive Director
of the Cedar Lakes Conservation Foundation

Date Signed:

5/5/2026

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal? Wisconsin Priority Ecological Landscapes Initiative

What is the name of your organization (private landowners/individuals indicate "Private")?
Wisconsin Department of Natural Resources (DNR)

When will you make the contribution? September 5, 2025

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount?

Wisconsin DNR contributed \$665,118 in non-federal match from the Knowles Nelson Stewardship program. These funds were awarded to the Cedar Lakes Conservation Foundation (CLCF) for the purchase of fee title property for habitat conservation and land protection in Washington County, WI.

What long-term migratory bird and wetlands conservation work will the contribution cover?

A total of 61 acres was acquired by fee title purchase. CLCF would like the option to exclude 1 acre from the encumbered NAWCA area for potential future land uses. This exclusion would result in remaining 56 acres of uplands and 4 acres of palustrine forested wetland habitat (60 acres total) to be encumbered and protected in perpetuity by the grant. Land stewardship of the habitat will be carried out by CLCF.

Does the proposal correctly describe your contribution, especially the amount? Yes

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property?

The title of the land belongs to the Cedar Lakes Conservation Foundation. DNR believes they are competent to hold title and manage the acquired land. They have indicated that they are willing to apply a NOGR to the deed if the grant is awarded.

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements.

The contribution has not been used to meet match or cost share requirements in other federal programs.

Will the project benefit tribal hunting and fishing treaty rights and if so, how?

NA

Do you have any additional comments?

Wisconsin DNR is happy to support partners in this grant.

Signature: Signed by:


7A5DFE3497144B5...

Name (printed), Title, and Affiliation: Steven Little, Deputy Secretary, Wisconsin DNR

Date Signed: 5/4/2026 | 10:42 AM CDT

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal that you are contributing to? Wisconsin Priority Ecological Landscapes Initiative

What is the name of your organization (private landowners/individuals indicate “Private”)?
Milwaukee Metropolitan Sewage District

When will you make the contribution? Contributions were made prior to grant period submission (Tract 1- \$200,000 August 2024, Tract 2- \$205,000 July 2024)

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? MMSD is pleased to provide the \$450,000 in match toward the acquisition of Tract 1 (Burkepile) and Tract 2 (Owen) toward this initiative. These funds were used to help support the acquisitions, and MMSD retains a CE as a result on these two properties. The money comes from MMSD’s capital program and is not federal in origin. This is old match so funds have already been secured and allocated toward those acquisitions in 2024.

What long-term migratory bird and wetlands conservation work will the contribution cover? These tracts provide 100 acres of permanently preserved habitat for migratory birds with 29 acres of that being declining wetland habitat type.

Does the proposal correctly describe your contribution, especially the amount? Yes

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? MMSD is not planning to hold any title to any lands acquired with grant funds under this proposal.

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. Our contribution has not been used to meet any other federal programs match or cost share requirements.

Will the project benefit tribal hunting and fishing treaty rights and if so, how? No

Do you have any additional comments? MMSD as a municipal entity is happy to provide our match dollars toward this North American Conservation Act proposal.

Signature:



Name (printed), Title, and Affiliation:
Kristin Schultheis/Senior Project Planner/MMSD

Date Signed:
April 24, 2026

OPTIONAL MATCHING CONTRIBUTIONS PLAN

What is the Match Plan Amount and Purpose?

What is the Match Plan Intent?

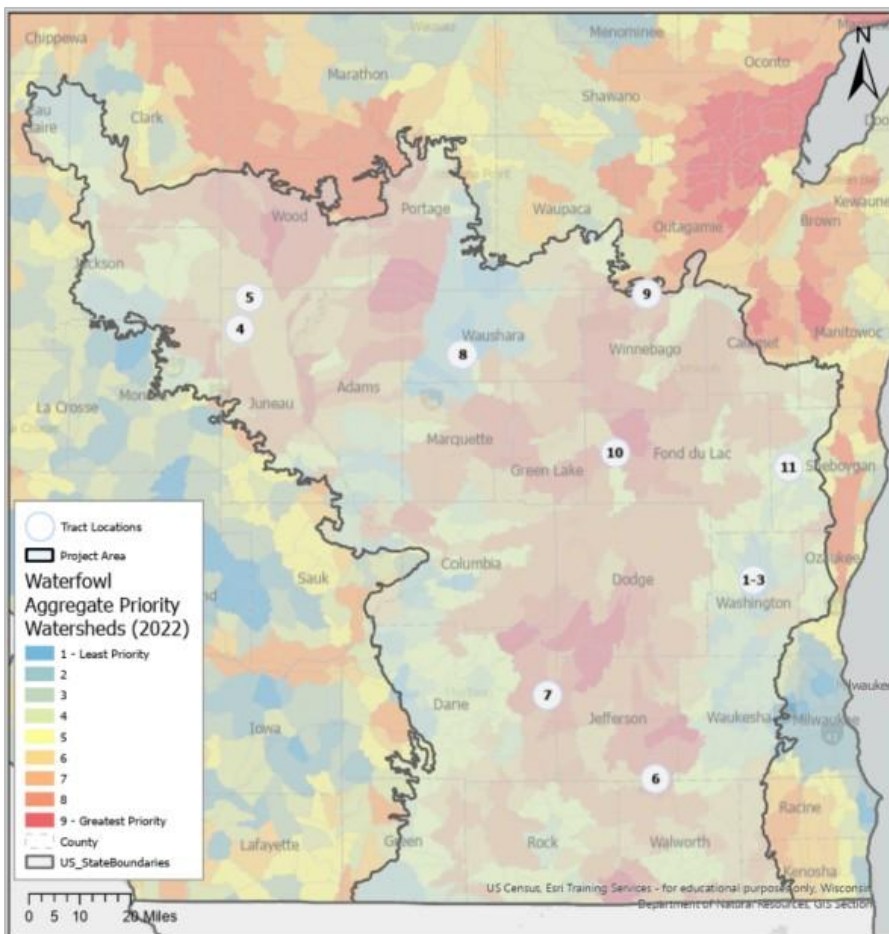
What is the Match Plan Need?

Is there a Match Plan Chart?

Where is the location of the MCP acquisition tract?

Match Plan Partner	Current Proposal	Proposal II	Proposal III	Total \$
Partner name	\$	\$	\$	\$
Current Proposal Total	\$			
MCP Future Total		\$	\$	\$

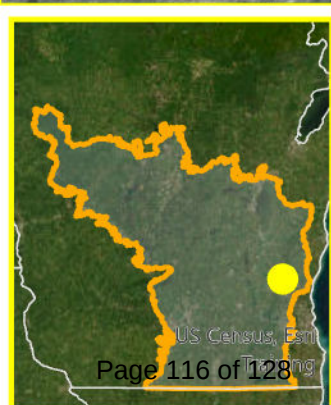
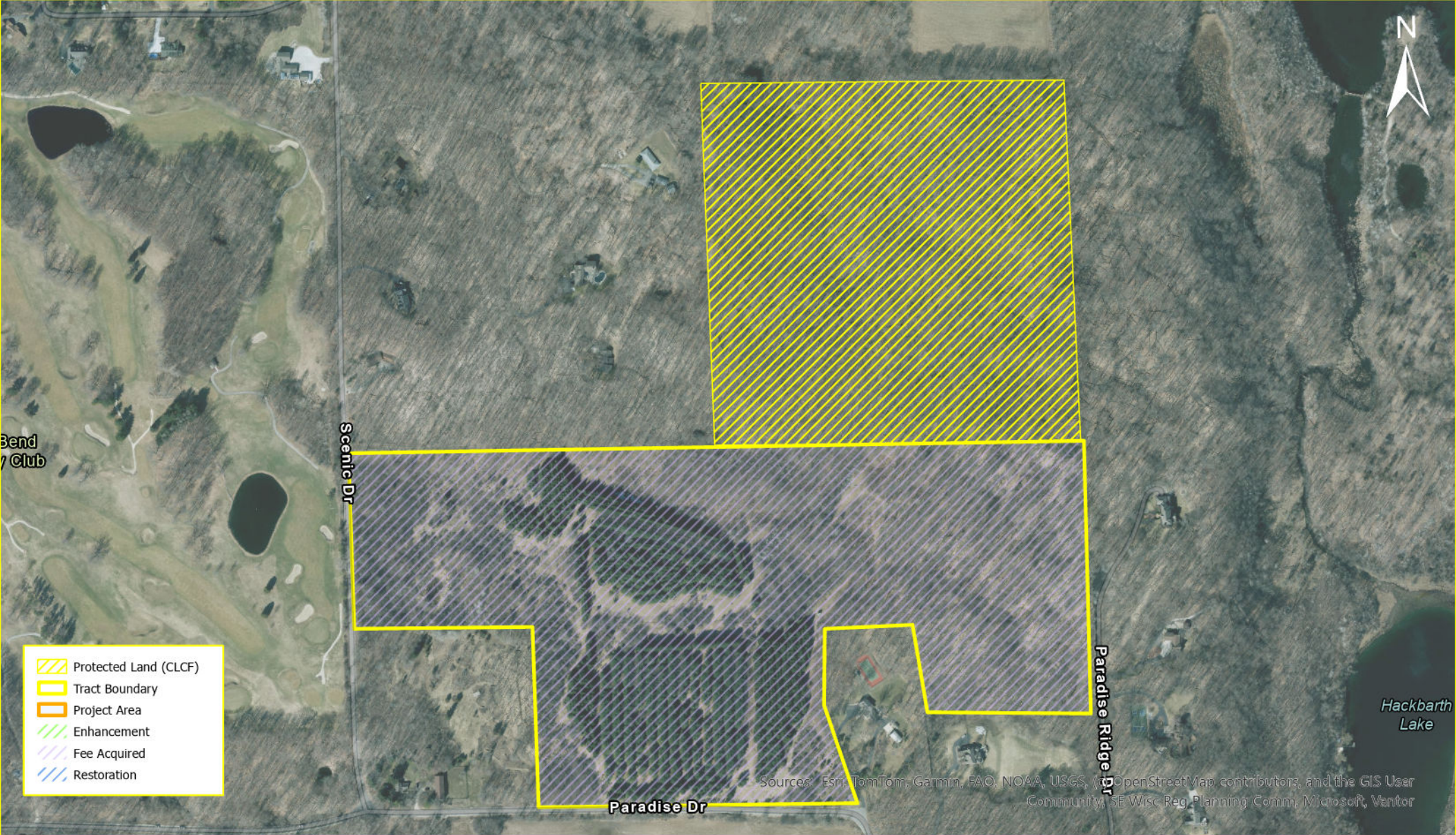
MAPS OF PROJECT AREA AND TRACT(S)



*The locations of Tracts 12 & 13 are yet to be determined and therefore not displayed on map.

Figure 2: Location of Tracts and Delineation of Wisconsin Waterfowl Habitat Conservation Strategy Aggregate Priority Watersheds



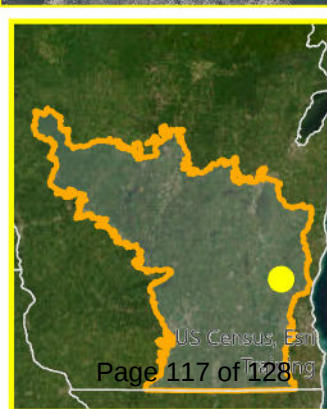
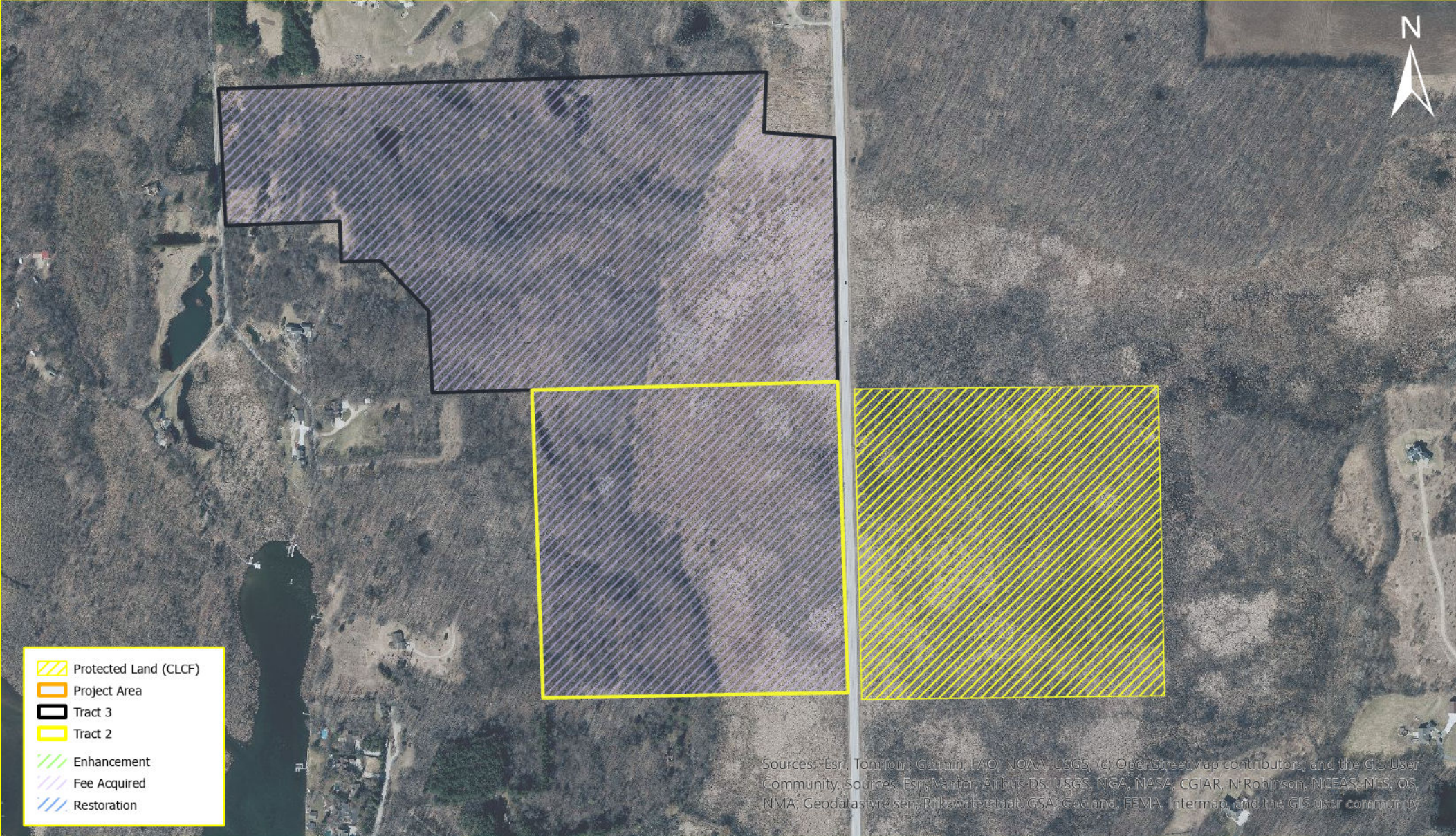


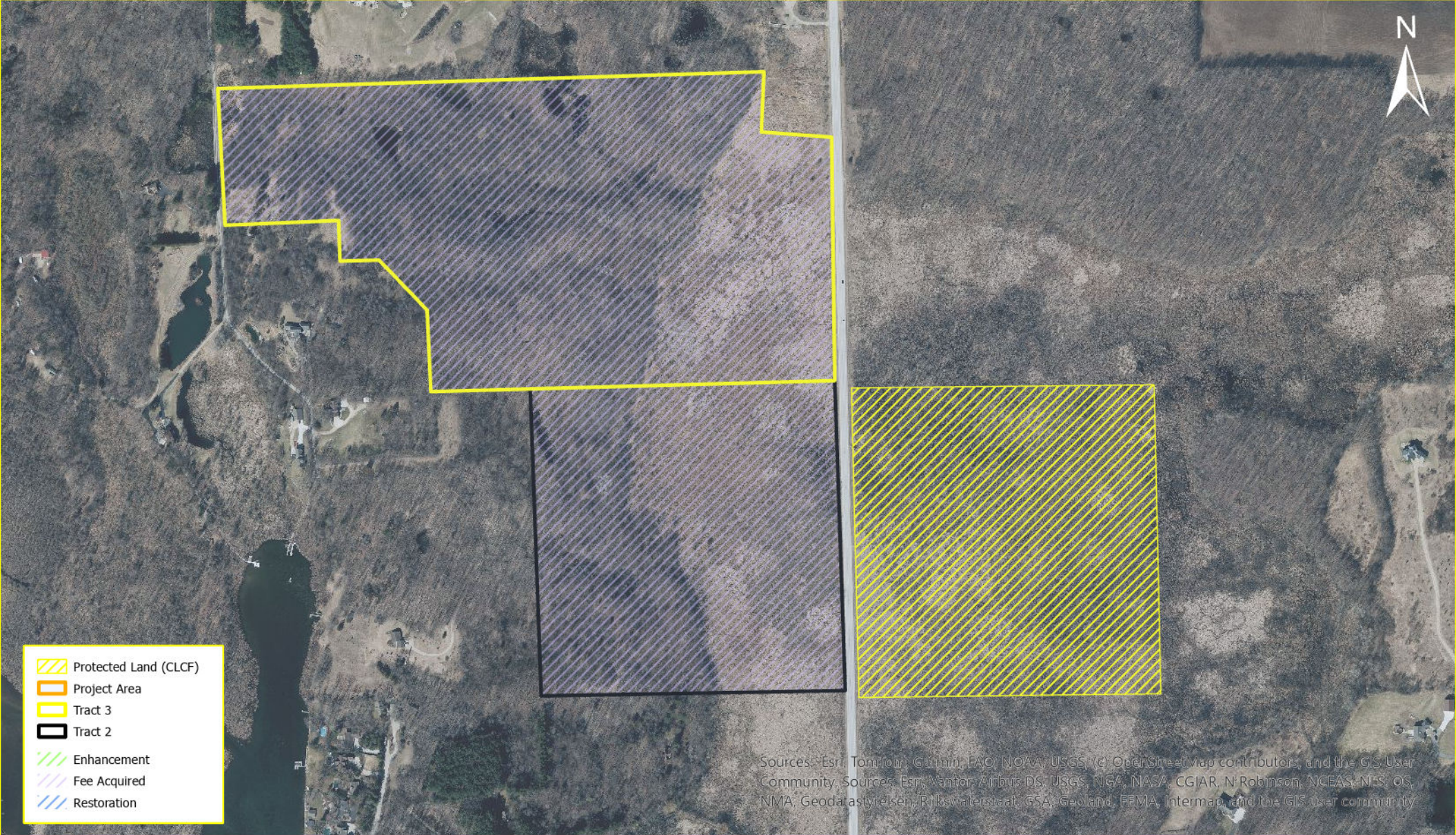
Wisconsin Priority Ecological Landscapes Initiative

Tract 1 - Burkpile

Washington County, WI
60-Acre Fee Acquired

0 250 500 1,000 Feet



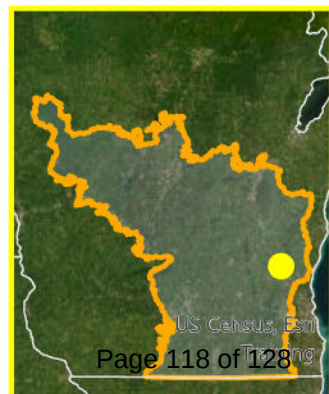


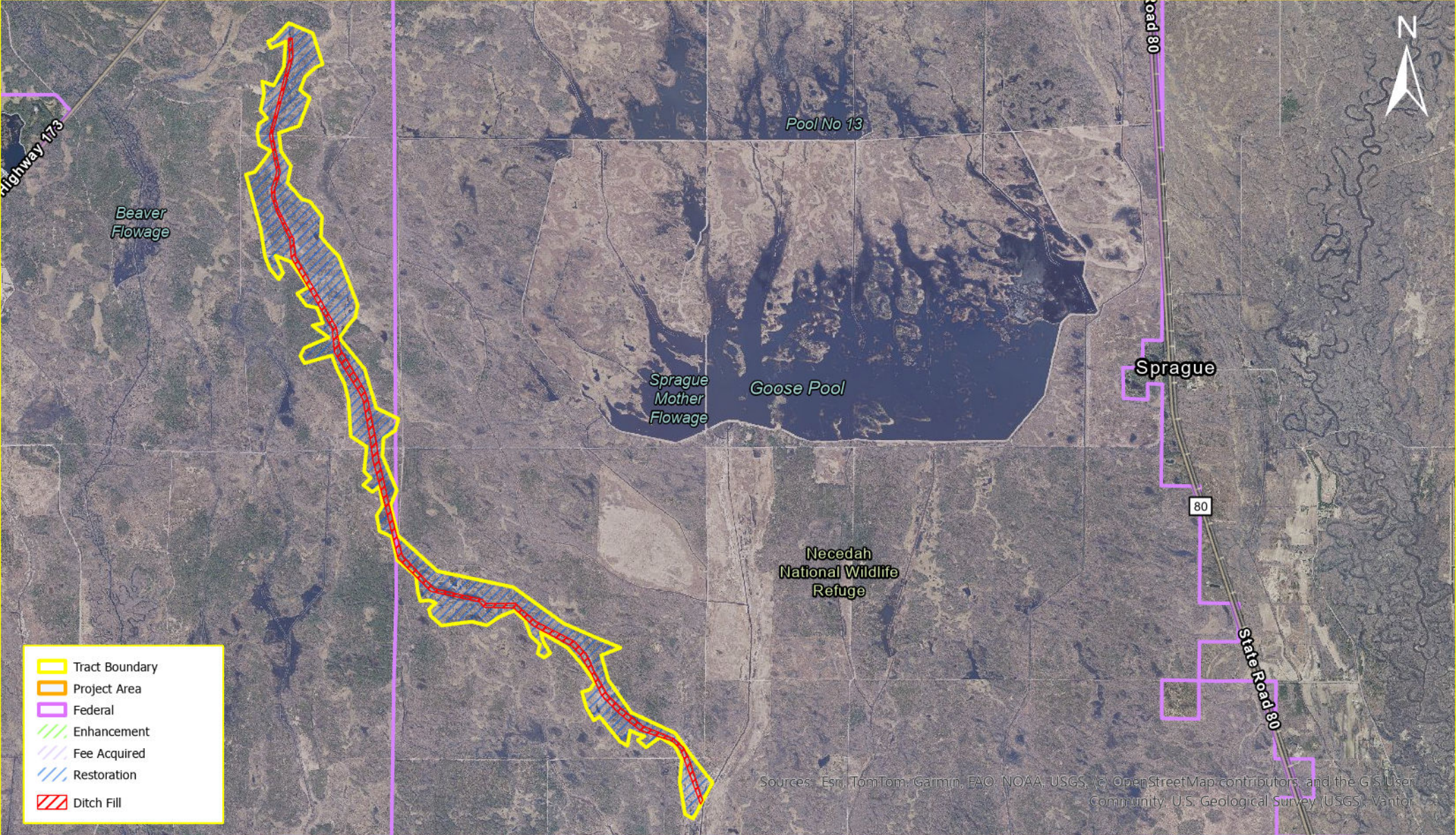
Wisconsin Priority Ecological Landscapes Initiative

Tract 3 - Reisch

Washington County, WI

65-Acre Fee Acquired



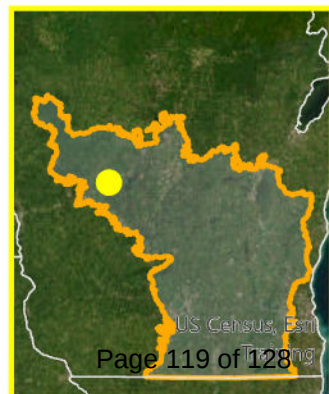


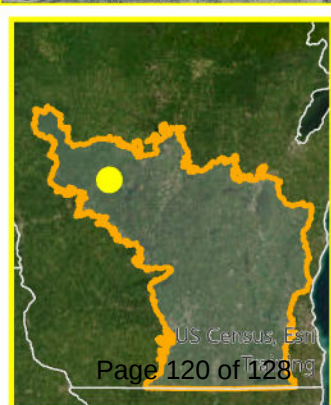
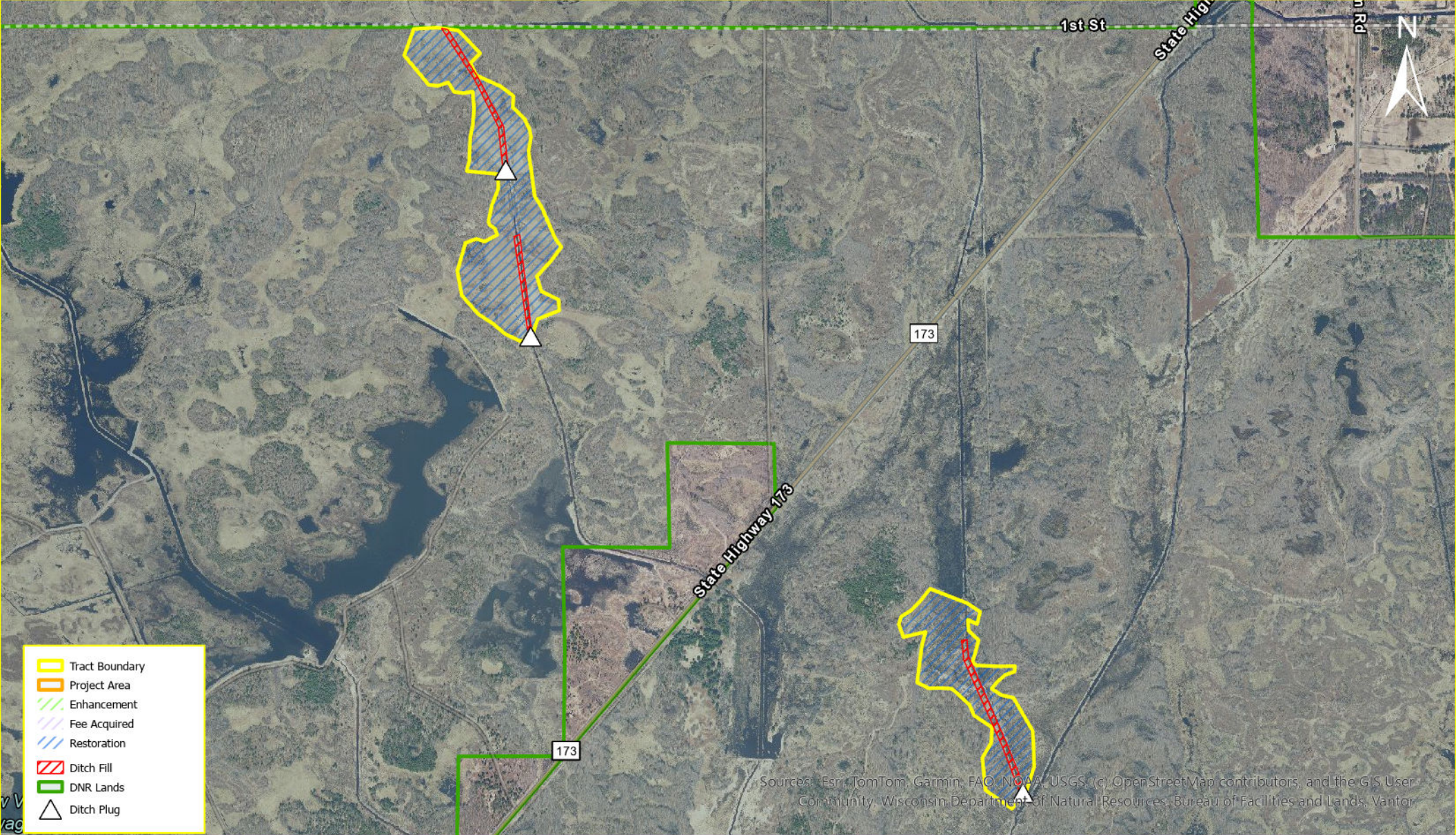
Wisconsin Priority Ecological Landscapes Initiative

Tract 4 - Avery Lateral

Juneau County, WI
750 acres

0 0.5 1 2 Miles



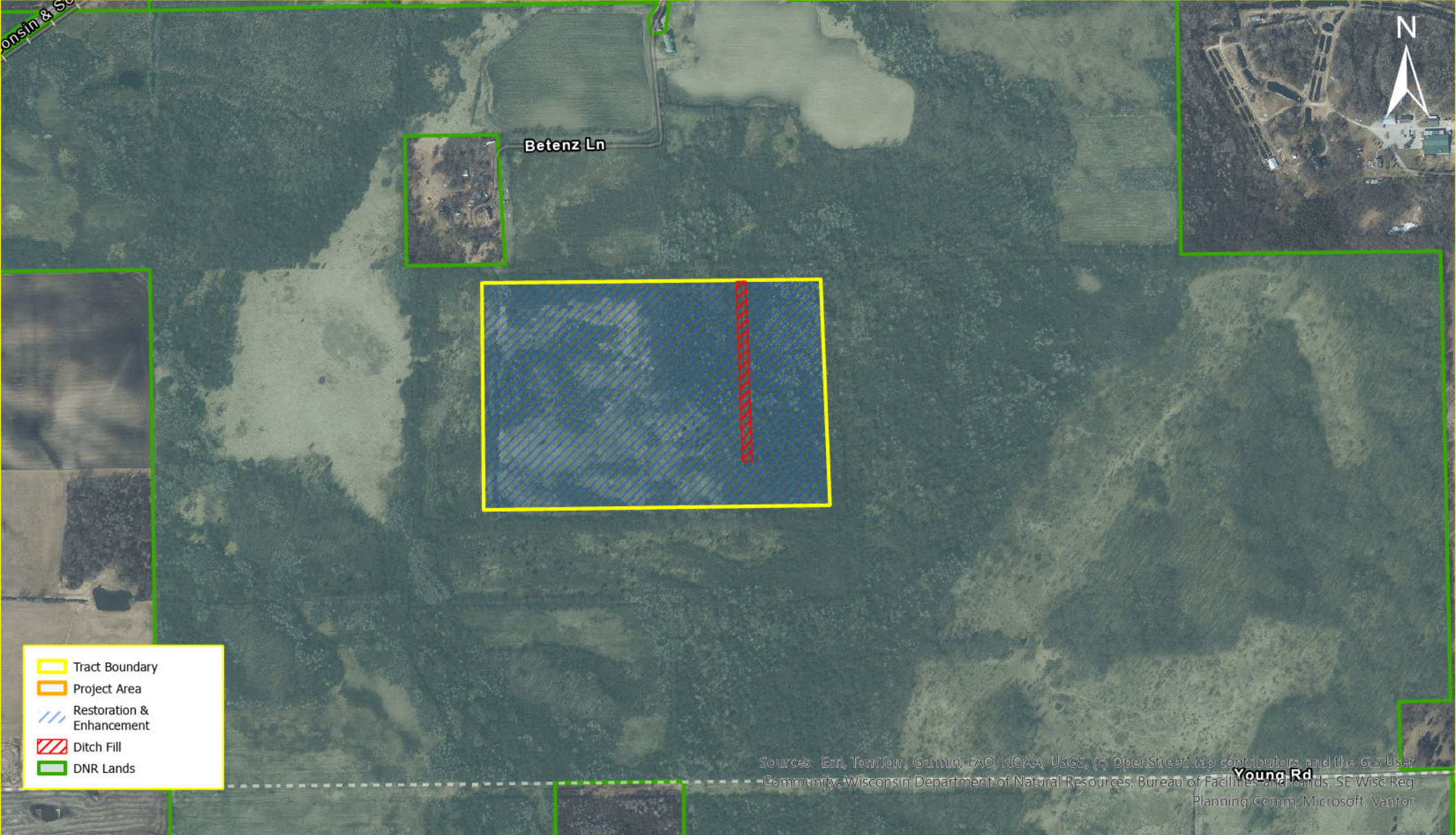


Wisconsin Priority Ecological Landscapes Initiative

Tract 5 - Meadow Valley

Juneau County, WI
200 acres

0 750 1,500 3,000 Feet



0 250 500 1,000 Feet

Wisconsin Priority Ecological Landscapes Initiative

Tract 6 - Young Prairie

Jefferson County, WI

28 (28) acres

28 acres of wetland on Young Prairie State Natural Area will be accomplished through ditch filling. Enhancement will consist of 28 acres of brush and tree removal, followed by seeding to reestablish native vegetation across the tract.



Krueger Rd

Cottage Grove Rd

Cottage Grove Rd

- Tract Boundary
- Project Area
- Enhancement
- Fee Acquired
- Restoration
- DNR Lands

Cottage Grove Rd

Source: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Wisconsin Department of Natural Resources, Bureau of Facilities and Lands, Microsoft, Vantor

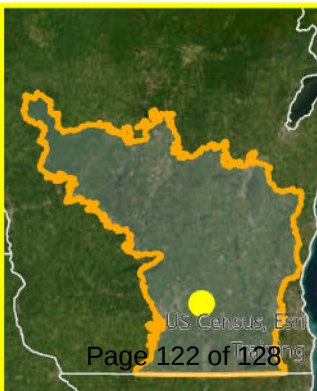
0 125 250 500 Feet

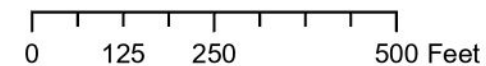
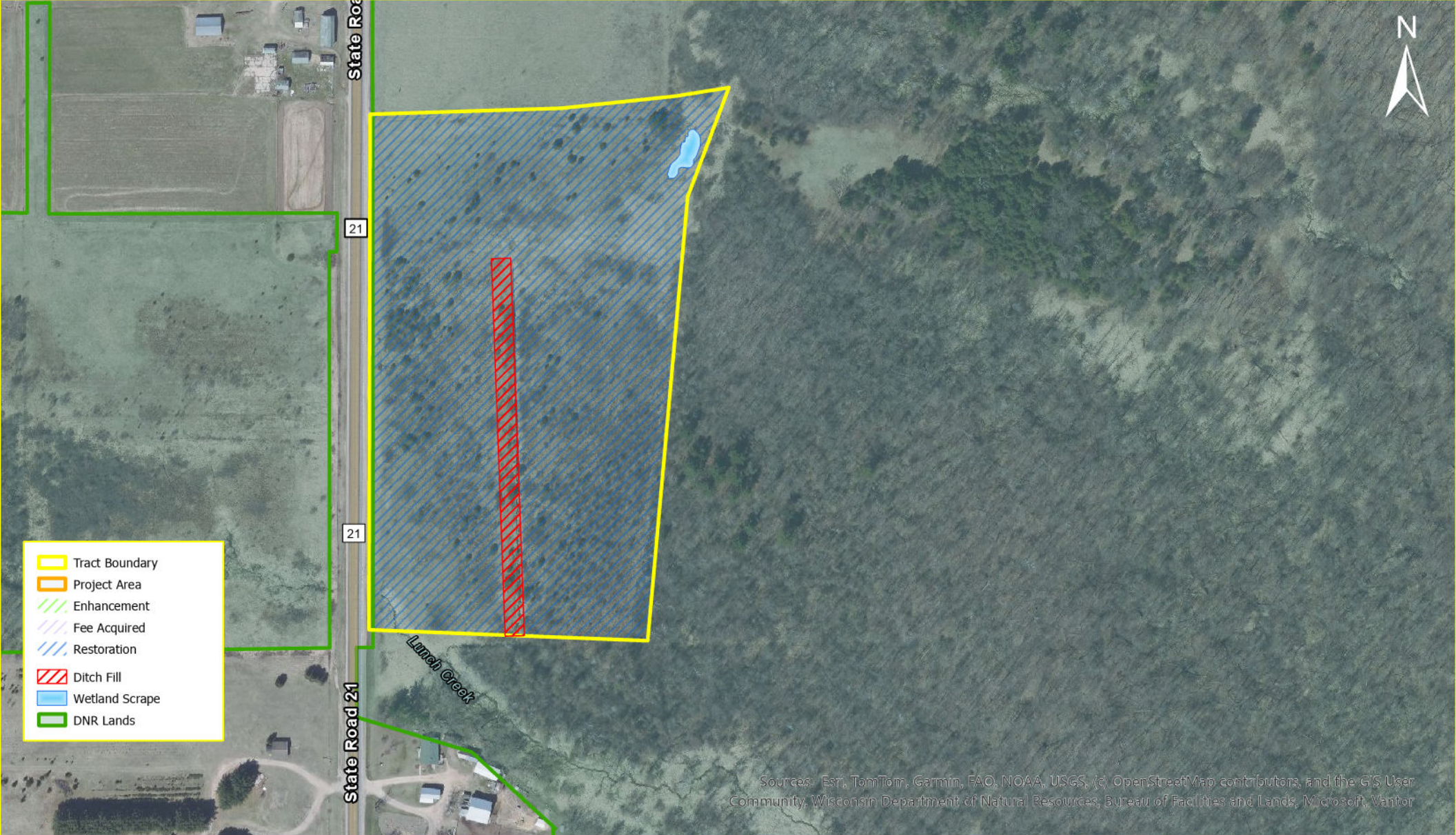
Wisconsin Priority Ecological Landscapes Initiative

Tract 7 - Goose Lake

Dane County, WI
(10) acres

Enhancement will consist of 10 acres of tree and brush removal to improve grassland nesting habitat adjacent to drained wetlands slated for restoration.



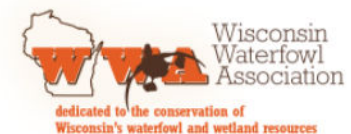


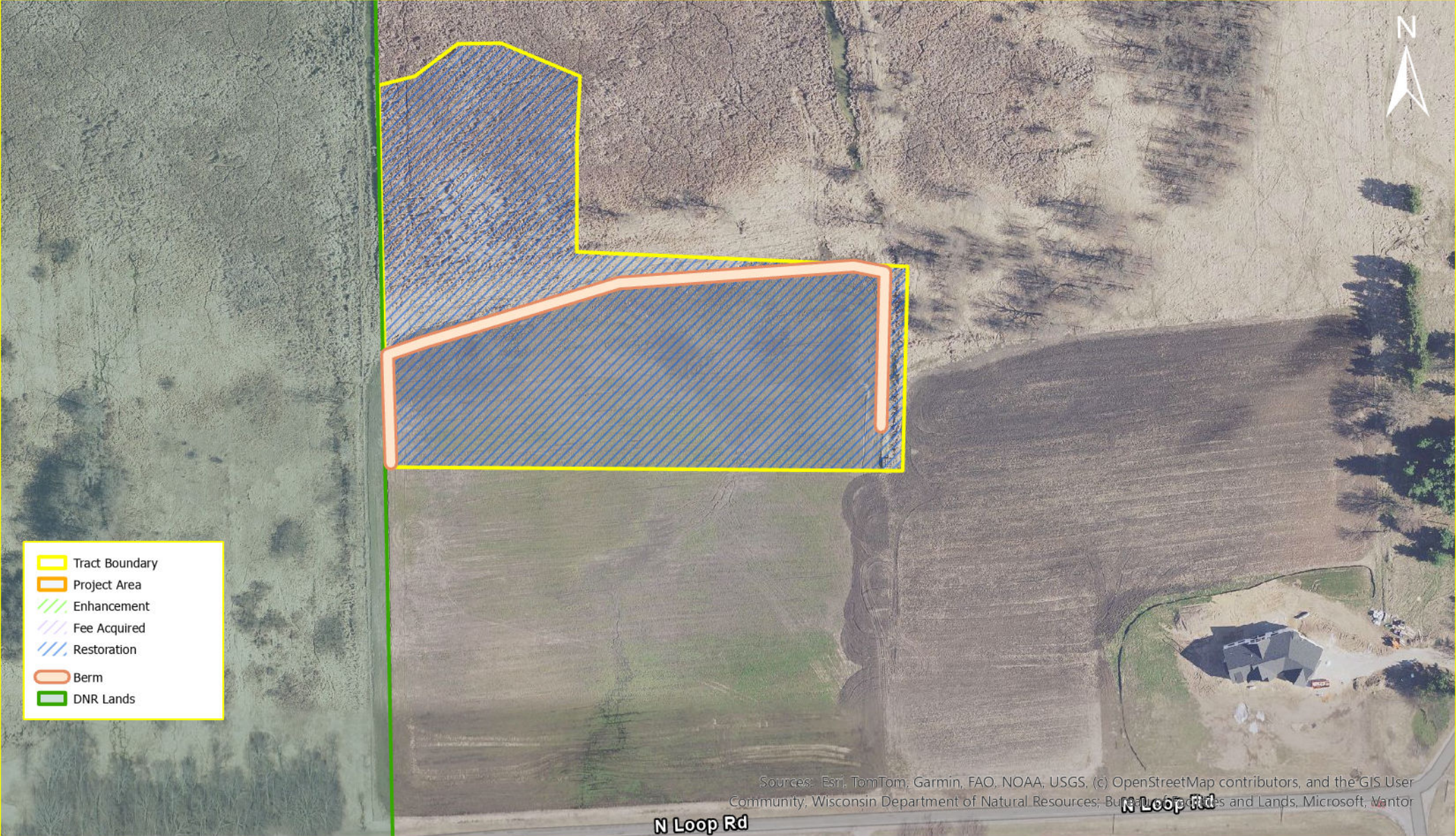
Wisconsin Priority Ecological Landscapes Initiative

Tract 8 - Lunch Creek

Waushara County, WI
15 acres

Restoration of the site included 1,000 feet of ditch fill and a wetland scrape to restore natural hydrology to this spring-fed wetland.



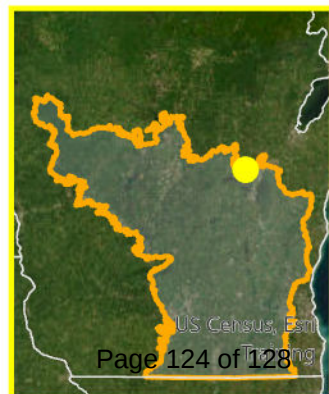


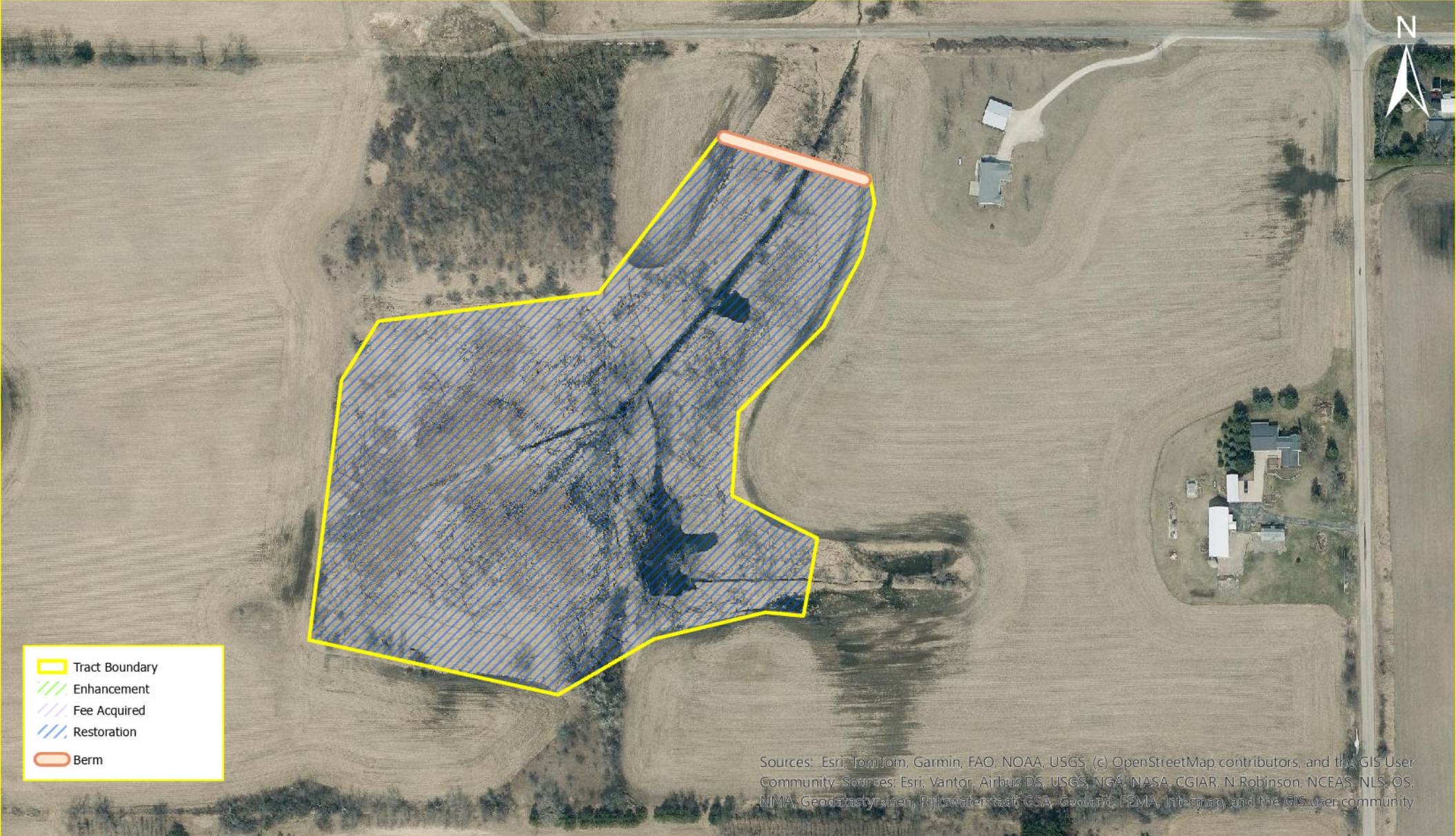
Wisconsin Priority Ecological Landscapes Initiative

Tract 9 - Voss

Winnebago County, WI

6 acres

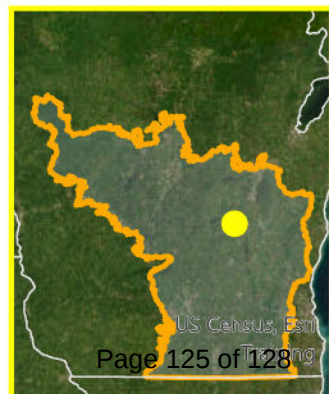




0 125 250 500 Feet

Wisconsin Priority Ecological Landscapes Initiative Tract 10 - Vande Slunt

Fond du Lac County, WI
12 Acres

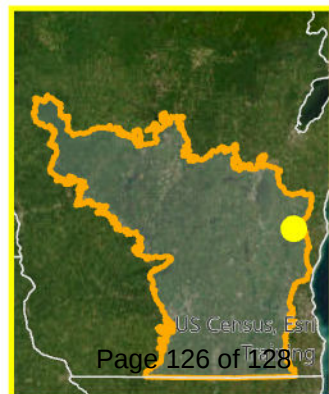




Wisconsin Priority Ecological Landscapes Initiative

Tract 11 - Ohman

Sheboygan County, WI
7 acres



Upload #8

Applicant: WISCONSIN WATERFOWL ASSOCIATION INC
Application Number: FWS-MB2026004849
Project Title: Wisconsin Priority Ecological Landscapes Initiative
Status: Complete
Document Title: Project Abstract Summary

Project abstract summary: Priority Ecological Landscapes Initiative

Wisconsin Waterfowl Association (WWA) is leading The Priority Ecological Landscapes Initiative proposal which aims to protect, restore and enhance priority watershed wetlands and associated upland habitat in three of the four highest ranked ecological landscapes as outlined by the Wisconsin Waterfowl Habitat Conservation Strategy (WWHCS). These priority ecological landscapes include the Southeast Glacial Plains, Central Sand Hills and Central Sand Plains as defined by the WI Wildlife Action Plan (WWAP). The objectives are to restore 1,101 acres of wetlands, enhance 28 acres of wetland, enhance 10 acres of grassland and permanently protect 165 acres of intact migratory bird habitat. These contribute toward the goals of the Upper Mississippi Great Lakes Region Joint Venture (UMRGL JV) where wetland acre deficit has been identified. This proposal takes into account the WWHCS as a step down of the UMRGL JV plans to best support habitat restoration where it will have the greatest impact for migratory birds in Wisconsin.

The proposal brings together five entities which all bring unique and valuable assets. Partners include the US Fish and Wildlife Service (federal agency), WI Department of Natural Resources ((WDNR) state agency), Milwaukee Metropolitan Sewage District (local agency) and two non-profits; Cedar Lakes Conservation Foundation (CLCF) and Wisconsin Waterfowl Association. All partners are providing match dollars with WWA and CLCF utilizing grant dollars for restoration and enhancement and acquisition respectively. Through this partnership 60 new acres will be open to the public for full access. In addition, 1022 acres with public access will be restored improving available opportunities and experiences for recreational users. As much as 75% of Wisconsin's remaining wetlands and 85% of the state's potentially restorable wetlands are privately held. The private lands initiatives included in this proposal is critical to supporting migratory and breeding bird populations and complements the public lands work.

The proposal will protect and restore 1,101 acres of declining wetland types as identified under the UMRGL JV targeting 323 acres of palustrine emergent marsh, 338 acres of palustrine forest, and 440 acres palustrine scrub-shrub. It will enhance 10 grassland and 28 wetland acres and protect 111 acres of upland. The 10 acres of grassland habitat the activity has an outsized impact as it connects three larger grassland complexes adjacent to an active wetland restoration. The activities will provide habitat benefiting wetland and upland species including breeding and migratory habitat for waterfowl species such as Mallards, Blue-winged Teal, and Wood Ducks and migratory stop-over habitat for several species of waterbirds including Black Tern, Short-billed Dowitcher and Lesser Yellowlegs.

The proposal also addresses a significant restoration opportunity on the Necedah NWR and Meadow Valley Wildlife Area which has demonstrated to minimize flooding and local road damage. Restoration work, 859 acres, identified within this proposal will build on an on-going landscape scale wetland restoration effort at this location and adjacent to the ~2,000 acres recently completed. This is an ongoing partnership between USFWS, WDNR and WWA.