

Final Report

Targeted Runoff Management Grant Program and Urban Nonpoint
Source and Storm Water Management Grant Program

Form 3400-189 (R 11/05)

Page 1

Notice: This final report is authorized by ss. 281.65 and 281.66, Wis. Stats., and chs. NR 153 and NR 155, Wis. Adm. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

Instructions: The grant agreement requires grantees to submit a Final Report 60 days after the end date listed in the grant agreement. This Final Report form must be used in conjunction with the "FINAL REPORT INSTRUCTIONS." The instructions detail how to complete and submit the report to DNR.

1. Grant Type

- ☒ Agricultural - Targeted Runoff Management Grant
☐ Urban - Targeted Runoff Management Grant
☐ Construction - Urban Nonpoint Source & Storm Water Management Grant
☐ Planning - Urban Nonpoint Source & Storm Water Management Grant

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2. Grantee & Project Information

BUREAU OF WATERSHED MGMT

Project Name

Raymond Lake Watershed Project

Grant Number

TRC-LC21-09000-05

Governmental Unit Name

Chippewa County

Governmental Unit Type (city, village, town, etc.)

County

Watershed Name

McCann Creek & Fisher River

Watershed Code

LC21

DNR Water Management Unit (River System) Name

Lower Chippewa

Water Body Identification Code (WBIC) (if applicable)

s. 303(d) Waterbody? ☒ Yes ☐ No

What pollutant(s) were addressed by the project?

Phosphorous, nitrogen and sediment from agricultural runoff.

For **each** project site location provide the following: (attach additional sheets if necessary)

Location:		A	B	C	D	E
Minor Civil Division Name		Eagle Point				
PLSS	Town	T30N				
	Range	R8W				
	Section	2				
	Quarter	SW 1/4				
	Quarter-Quarter	SW 1/4, SE 1/4				
Latitude		45 deg. 6' 23.1" N				
Longitude		91 deg. 19' 23.6" W				
Property Owner(s)	Name	Lawrence & Cheryl Raymond				
	Mailing address	17601 167th St Bloomer, WI 54724				
Site address (if different than mailing address)						

3. Summary of Results

A. Performance Standards and Prohibitions and Other Water Resources Management Priorities

For grants issued in calendar year 2006 or later, complete Tables A and B (following) consistent with the entries on your grant application.
For grants issued prior to calendar year 2006, complete Tables A and B, *to the best of your knowledge*, consistent with the entries on your grant application.

Table A. Performance Standards and Prohibitions (per ch. NR 151, Wis. Adm. Code, effective October 1, 2002)

Performance Standard or Prohibition	Units of Measure	Quantity	Measurement Method Used
Sheet, rill and wind erosion	Acres meeting T	262	Rusle II
Manure Storage Facilities: New Construction/Alterations	Number of facilities		
	Number of animal units		
Manure Storage Facilities: Closure	Number of facilities		
Manure Storage Facilities: Failing/Leaking Facilities	Number of facilities		
	Number of animal units		
Clean Water Diversions in WQMA	Pollutant load reduction		
	Number of farms with diversions		
	Number animal units		
Nutrient Management on Agricultural Land	Acres planned	262	
Prohibition: Manure Storage Overflow	Number of facilities		
	Number of animal units		
Prohibition: Unconfined Manure Pile in WQMA	Number of farms		
Prohibition: Direct Runoff From Feedlot/Stored Manure	Pollutant load reduction		
	Number of facilities		
	Number of animal units		
Prohibition: Unlimited Livestock Access	Feet of bank protected		
	Number of farms		
Urban: 20-40% Reduction in Total Suspended Solids (TSS)	Pounds TSS reduced		
	% TSS reduction		

Table B. Other Water Resources Management Priorities

I. Agricultural Areas	Units of Measure	Quantity	Measurement Method Used
Buffers	Feet of bank protected	4700	CREP Env. Benefit Calc.
	Number of farms	1	
Streambank	Tons of bank erosion reduced		
	Feet of bank protected		
Other (specify)			
II. Developed Urban Areas	Units of Measure	Quantity	Measurement Method Used
Urban: 20-40% Reduction in TSS	Pounds TSS reduced		
	% TSS reduction		
Infiltration	% Pre-development stay-on volume		
	Cubic feet stay-on volume		
Peak flow discharge	Change in cubic feet per second		
Protective areas	Feet of bank protected		
Fueling & maintenance areas	Oily sheen presence		
Streambank	Tons of bank erosion reduced		
	Feet of bank protected		
Other (specify)			
III. Planning	Units of Measure	Quantity	Measurement Method Used
Quantify how implementation of the planning project decreased storm water impacts on state waters (<i>i.e.</i> , storm water plan, I & E plan, <i>etc.</i>)	Municipalities planned for		
	Acres planned for		
Document/track progress made in implementing the planning product (<i>i.e.</i> , ordinance, utility district evaluation/formation, storm water management plan information & education, <i>etc.</i>)	Municipalities planned for		
	Acres planned for		
Other (specify)			

B. Project Results Narrative
See Attachments 1-7.

4. Satisfaction of Notice Requirements (if applicable)

If cost sharing for this project was offered under a formal notice to achieve compliance with performance standards or prohibitions, provide information for each notice in the table below.

Notice Information				Notice Satisfaction Information		
Notice Type	Issue Date	From (Name)	To (Name)	Satisfied?		Date Letter Sent
				Yes	No	
				☐	☐	
				☐	☐	
				☐	☐	
				☐	☐	

5. Summary of Project Challenges

See Attachment 8.

6. Additional Information about the Project (optional)

See Attachment 9.

7. Planning Product (UNPS&SW - Planning Projects only)

☐ Check here if a printed copy of the planning product (e.g., plans, ordinances, analyses) was sent to your DNR Regional Nonpoint Source Coordinator.

Name of Document	Date(s) effective	Date Submitted to NPS Coordinator
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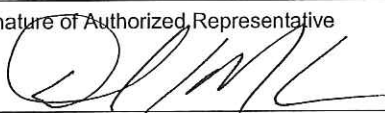
8. Grantee Certification:

☒ Check here to certify that, to the best of your knowledge, the information contained in this report is correct and true.

Type or print Name and Title of Authorized Representative certifying here.

Dan Masterpole, County Conservationist

Signature of Authorized Representative

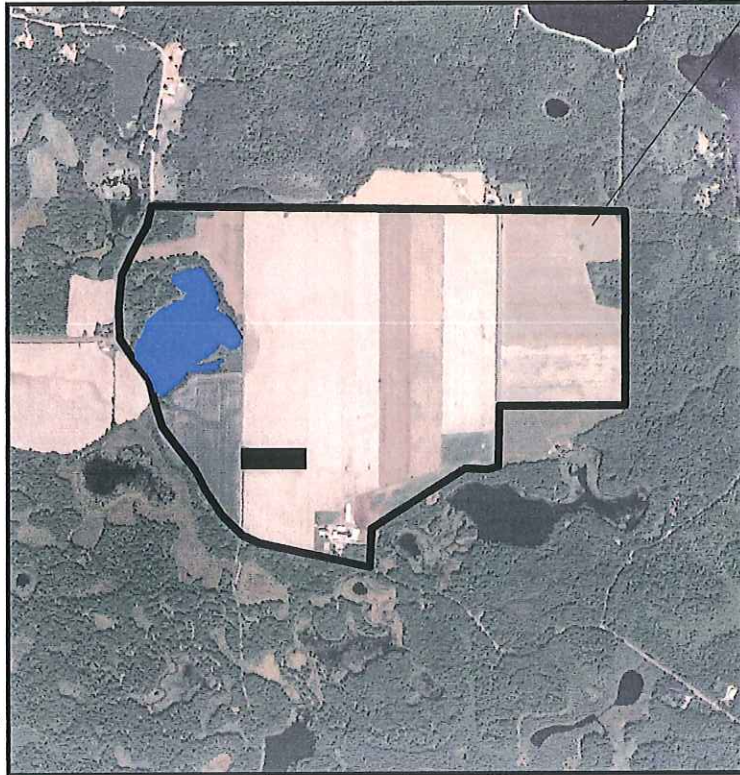


Date

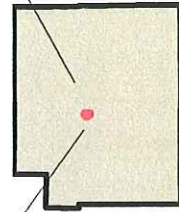
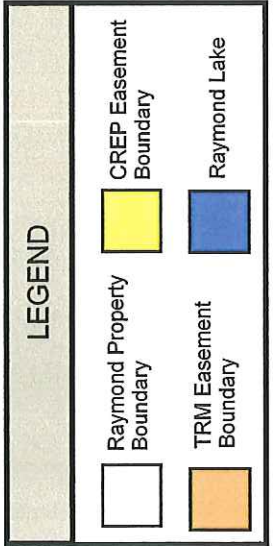
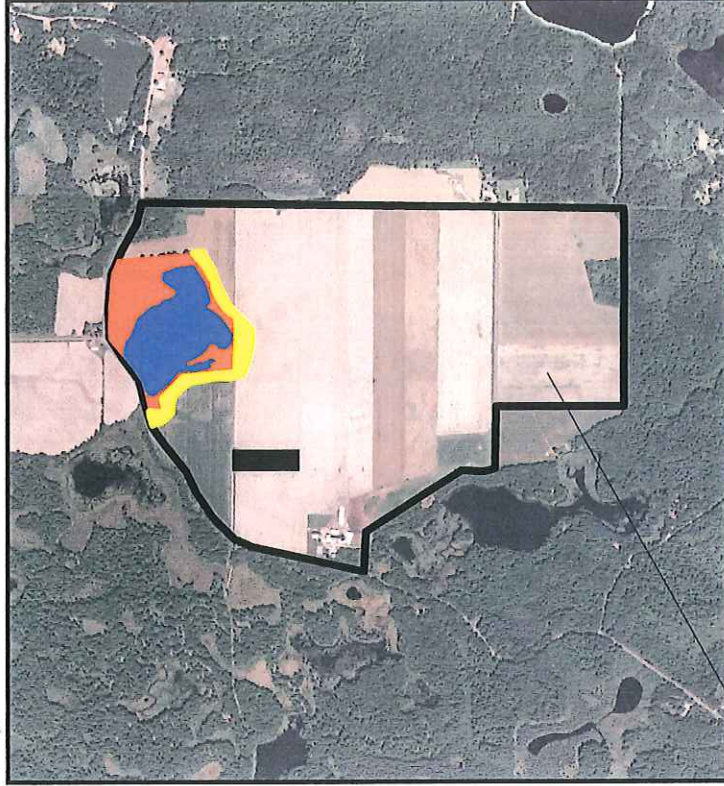
3/8/07

Chippewa County Raymond Lake Watershed Project

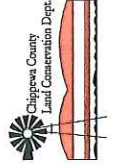
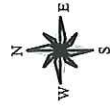
Raymond Lake Aerial View



Raymond Lake Conservation Easements



Location of Raymond Tract
in Chippewa County, WI



Chippewa County
Raymond Lake Watershed Project
TRC-LC21-09000-05
Attachment 1.

B. Project Results Narrative

1. Project Accomplishments

The purpose of the Raymond Lake Watershed Project was to improve water quality, enhance habitat for aquatic and terrestrial life and permanently restrict development adjacent a natural 25 acre glacial lake.

The project proposed to combine federal, state and local programs to install best management practices to limit export of agricultural nonpoint source pollutants.

A perpetual conservation easement conveyed to Chippewa County from the Raymond's was the primary tool used to guarantee permanent protection.

The purpose of this project was met combining federal, state and local programs.

2. Sequence of Events

February 1, 2005	TRM Grant Award signed by Chippewa County.
February 8, 2005	The Chippewa County Land Conservation Department conducted an onsite investigation to determine compliance with state NR151 agricultural nonpoint source pollution control standards. (Attachment 2.)
May 18, 2005	An "Agreement to Implement a Certified Nutrient Management Plan" was signed by the Raymond's in an effort to meet the requirements of NR151.07(3).
October 4, 2005	A perpetual conservation easement (Attachment 3, Document 713870) for 4.8 acres was conveyed by the Raymond's to Chippewa County and the State of Wisconsin through the Conservation Reserve Enhancement Program (CREP).

November 30, 2005	A Targeted Runoff Management Grant Program Cost Share Agreement (Attachment 4; Document 714637) was signed by the Raymond's.
December 9, 2005	The Raymond's received county funding to develop a certified nutrient management plan. Plan submitted 3-15-06.
February 24, 2006	A Soil and Water Resource Management Grant Program - Cost Share Contract (Attachment 5; Document 717477) was entered into by the Raymond's and Chippewa County to provide partial funding for the perpetual conservation easement.
February 24, 2006	A Perpetual Conservation Easement (Attachment 6; Document 717543) was signed by the Raymond's and Chippewa County to preserve, enhance, restore and maintain the natural features and ecological values of the premises in perpetuity.

3. Nonpoint Pollution Sources Targeted and Pollutant Load Reduction

<u>Source</u>	<u>Reduction</u>	<u>Model Used</u>
Phosphorous	250 lb/year	CREP Environmental Benefit Calculation
Nitrogen	145 lb/year	CREP Environmental Benefit Calculation
Sediment	128 tons/year	Rusle 2

4. Information & Education Activities

Attachment 7. "Eagle Point Family Preserves Farm as Sanctuary"
(Earth Day news release).

CHIPPEWA COUNTY NR 151 COMPLIANCE STATUS REPORT

Lawrence & Cheryl Raymond
17601 167th St
Bloomer, WI 54724
715-288-6011

Date of Initial Onsite:
2-8-05

T5738
23008-0233-00020000
23008-0234-00020000
23008-0344-08750000
23008-1011-00020000
23008-1121-00000000
23008-1122-00020000
23008-1123-00000000
23008-1124-00000000
T6926
23008-1131-00000000

NR151 - AGRICULTURAL NONPOINT SOURCE POLLUTION CONTROL STANDARDS

EROSION CONTROL

NR151.02 **Sheet, rill and wind erosion.**

1. Meets
Standard

All land where crops or feed are grown shall be cropped to achieve a soil erosion rate equal to, or less than, the "tolerable" (T) rate established for that soil.

Estimates of existing soil erosion rates were verified using Rusle2 summary tables. Physical features including slope lengths, slope percentages and areas of concentrated flow were verified with an onsite investigation.

All areas of concentrated flow identified on the Chippewa County Soil Survey, located with in the managed crop area, shall be treated or managed to prevent channelized rill and gully erosion.

All county tax parcels meet soil erosion standards. Areas of concentrated flow that need to be managed to prevent channelized rill and gully erosion are identified on Attachment A. Compliance Status Report Map.

Current Status: In compliance.

Corrective Measures: None.

MANURE STORAGE FACILITIES

NR151.05(2) New Construction and Alterations.

2. Not
Applicable

New or altered manure storage facilities shall be designed, constructed, and maintained to USDA NRCS standards .

There are no manure storage facilities located on these tax parcels.

Current Status: Not Applicable.

Corrective Measures: None.

NR151.05(3) Closure.

3. Not
Applicable

Closure of a sub-standard manure storage facility shall occur when an operation where the facility is located ceases operations, or manure has not been added or removed from the facility for a period of 24 months.

There are no manure storage facilities located on these tax parcels.

Current Status: Not Applicable.

Corrective Measures: None.

NR151.05(4) Failing and Leaking Existing Facilities.

4. Not
Applicable

Existing manure storage facilities that pose an imminent threat to public health or fish and aquatic life or are causing a violation of groundwater standards shall be upgraded, replaced or abandoned.

There are no manure storage facilities located on these tax parcels.

Current Status: Not Applicable.

Corrective Measures: None.

CLEAN WATER DIVERSIONS

NR151.06

5. Meets
Standard

Clean water diversions.

Runoff shall be diverted away from contacting feedlots, manure storage areas and barnyard areas within water quality management areas (WQMA).

Barnyard located 23008-1011-00020000 located within WQMA (400 feet from Boot Lake).

Barnyard does not drain to Boot Lake.

Current Status: In compliance.

Corrective Measures: None.

NUTRIENT MANAGEMENT

NR151.07(3) Nutrient management.

6. Needs
Corrective
Measure

Manure, commercial fertilizer and other nutrients shall be applied in conformance with a nutrient management plan.

Current Status:

-No current nutrient management plan on file.

-Producer operates approximately 262 acres of cropland and has the equivalent of 220 animal units. Ratio of 1 animal unit per 1.2 acres of cropland.

-History of regular routine soil testing program.

-Manure managed using daily haul system.

Corrective Measures: Cropland located in watershed defined in (NR102.10(1)(d)5 as "outstanding resource waters" (McCann/Fischer Creek Watershed).

Rules require nutrient management plan be developed and implemented by January 1, 2005. Cost share funding to meet the nutrient management standard under NR151.0(3) is now available on a voluntary basis through the USDA EQIP program as administered by the Natural Resources Conservation Service (NRCS).

Failure to voluntarily apply for these funds and to seek compliance with this standard by April 29, 2005 will authorize the state to invoke a nonvoluntary process to gain compliance, including issuance of a form Letter of Non Compliance in accordance with s. NR151.09(5), Wisconsin Administrative Code.

Estimated Cost: \$2000 for initial plan; approximately \$4/acre assuming costs of annual soil sampling program and field by field nutrient accounting and recommendations.

MANURE MANAGEMENT PROHIBITIONS

NR151.08 Manure management prohibitions.

7. Meets Standard

No overflow of manure storage facilities.

There are no manure storage facilities located on these tax parcels.

Current Status: Not Applicable.

Corrective Measures: None.

8. Meets Standard

No unconfined manure piles in Water Quality Management Areas (WQMA).

Currently no unconfined manure piles located in water quality management areas (WQMA's).

Current Status: In Compliance.

Corrective Measures: None.

9. Meets Standard

No direct runoff from feedlots or stored manure into waters of the state.

Barnyard runoff model (BARNY) applied. Barnyard inventory indicates discharge of 2 pounds of phosphorous annually. Lot discharge drains 2000 feet through rotated cropland to Raymond Lake.

Current Status: In compliance.

Corrective Measures: None.

10. Meets Standard

No unlimited access by livestock to waters of the state in a location where high concentrations of animals prevent the maintenance of adequate sod or self-sustaining vegetative cover.

Livestock do not have access to Raymond Lake.

Current Status: In compliance.

Corrective Measure: None.

Available funding sources: DATCP Farmer's Fund, WDNR TRM Grants, USDA EQIP

- ☐ I have reviewed and agree with the findings of the Compliance Status Report.
- ☐ I have reviewed and disagree with facts contained with the Compliance Status Report. I request a re-evaluation of _____ through an administrative appeal to the Land Conservation Committee.

Raymond Lawrence

Date

Cheryl Lawrence

Date

The Compliance Status Report documents the NR151 agricultural performance standards and prohibitions that were in effect at the time of the evaluation, and are applicable to the property. The Compliance Status Report also identifies which of the performance standards and prohibitions were met on the date of the evaluation, and which standards had yet to be met.

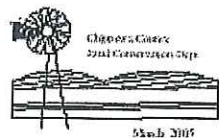
It is the obligation of the landowner to continue to manage the agricultural operation in conformance with state performance standards and prohibitions once compliance has been met without the offer of future cost share.

Lawrence & Cheryl Raymond T30N R8W Sect 2, 3, 10, 11



LEGEND	
 Property Boundary	 Lakes
 Areas of Concentrated Flow	 Wetlands

0 400 800 Feet



DOCUMENT# 713870

**PERPETUAL CONSERVATION EASEMENT
CONSERVATION RESERVE ENHANCEMENT PROGRAM**

Secs. 93.70, 700.40 Wis. Stats.

THIS AGREEMENT GRANTING AN EASEMENT is made this th day of , 2005, by and between **LAWRENCE C. RAYMOND** and **CHERYL L. RAYMOND**, husband and wife as survivorship marital property, "LANDOWNERS", and Chippewa County, "COUNTY".

Whereas, the LANDOWNERS are the owners of fee simple title of certain real estate and the COUNTY desires a conservation easement on said real estate for the purposes delineated below,

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) Dollar, and the mutual terms and conditions specified below (which LANDOWNER acknowledges as full consideration), and pursuant to Sec. 700.40, Wis. Stats. LANDOWNERS convey to the COUNTY and its successors and assigns, upon acceptance by the COUNTY, within 1 month from the date specified above, a conservation easement in perpetuity (to run with the land) on the following described real estate (the "premises") in CHIPPEWA COUNTY, State of Wisconsin. The location of said easement is shown on Exhibit "A" attached hereto, and made part hereof, and comprises a total of 4.8 Acres.

Legal Description

(See Exhibit "A")

1. PURPOSE

The purpose of this easement is to preserve, enhance, restore and maintain the natural features and ecological values of the premises in perpetuity. Any conservation plan used to achieve the purpose of this easement must be approved by the Chippewa County Land Conservation Committee (LCC) and the LANDOWNERS, and becomes part of this easement by reference. Rights of the COUNTY shall be exercised for the purposes set forth above.

2. RIGHTS OF THE COUNTY

A. The COUNTY shall have rights that include:

- (1) The right to enter into the premises area to undertake, at its own expense or on a cost-share basis with the LANDOWNERS or other entity:
 - a) any activities to locate, mark, and if necessary restore the boundary
 - b) following reasonable notice to and consultation with the LANDOWNER, any activities to restore, establish, protect, manage, maintain, and monitor vegetation
 - c) following reasonable notice to and consultation with the LANDOWNER, any activities to maintain or enhance the natural features and environmental values of the premises
- (2) The right, following reasonable notice to and consultation with the LANDOWNER, to develop, improve and protect from erosion the above described land by mechanical, vegetative and physical means such as fencing to exclude livestock or by planting of or maintaining vegetation.
- (3) The right, following reasonable notice to and consultation with the LANDOWNER, to plant vegetative cover and manage said cover including but not limited to burning, spraying the premises with chemicals or mowing.
- (4) The right to delegate all or part of its rights, and responsibilities under this easement to another entity authorized by Wisconsin law to have the appropriate authority to carry out such delegated responsibilities.

- B. The COUNTY and its employees, officers and agents have the right of ingress and egress from and to the premises across all contiguous lands owned by the LANDOWNERS for the purpose of exercising all rights and privileges granted herein including the right of inspection. It is understood that the field roads, roadways, passageways, lands or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The LANDOWNERS may provide a designated route to and from the premises which the COUNTY shall use if said route is reasonably convenient and specifically shown on Exhibit "B" attached hereto and made part hereof.

Recorded
NOV. 28, 2005 AT 09:48:49AM

MARGE L. GEISSLER

MARGE L. GEISSLER
REGISTER OF DEEDS
CHIPPEWA COUNTY, WI

Fee Amount: \$33.00



This space is reserved for recording data

Return to:

Chippewa County LCD
711 N. Bridge Street
Chippewa Falls, WI 54729

Please Bill

Parcel Identification Number/Tax Key Number

23008-0233-00020000	23008-0234-00020000
23008-1122-00020000	23008-1121-00000000

3. COVENANTS OF LANDOWNERS

The LANDOWNERS shall, within the scope of this easement, cooperate and assist in the maintenance of the premises as grassland, wetland, riparian buffer or filter strip or wildlife habitat area, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes, now existing or thereafter occurring on the premises.

A. LIMITATIONS ON ALTERATION OF VEGETATION

- (1) The LANDOWNERS shall not:
 - (a) Drain or permit draining through the transfer of appurtenant water rights, except through official action as a legal drainage district;
 - (b) Construct ditches or any other means of moving water;
 - (c) Fill in areas with earth or any other material;
 - (d) Burn any areas covered with marsh vegetation.
 - (e) Adversely affect the natural flow of surface water or underground water into, within, and out of the premises, except as stated in the Conservation Plan. Existing tiles draining lands outside the premises may be maintained and/or replaced by the LANDOWNER.

None of these activities shall be allowed unless deemed necessary to achieve the purpose of this easement. The scope of these activities and their application shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.

- (2) The LANDOWNERS shall not, unless specifically included in the conservation plan or unless specifically approved in writing by the COUNTY:
 - (a) Alter vegetative cover or other natural features.
 - (b) Plant or introduce agricultural crops.
 - (c) Mow or spray the premises with chemicals.
 - (d) Pasture, hay or remove trees or other vegetation.
 - (e) Operate confined animal facilities within the premises.

B. LIMITATIONS ON THE BUILDING, PLACEMENT, AND MAINTENANCE OF STRUCTURES

- (1) There shall be no:
 - (a) New structures of any kind allowed unless deemed necessary by the COUNTY to accomplish the purpose of the easement. The scope and application of new structures shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.
 - (b) Mobile homes, trailers, or recreational vehicles providing living quarters placed on the premises by either the COUNTY or LANDOWNERS.
 - (c) Construction of new roads or widening existing roads except those approved by the COUNTY.
 - (d) Signs, billboards, outdoor advertising structures or advertisements of any kind shall be erected, displayed, or placed on the premises.
 - (e) Permanent, elevated duck blinds or deer stands placed on the premises.
- (2) Except as otherwise provided, the general topography of the landscape including water frontage shall be maintained in its present condition.
- (3) Existing structures may be maintained, but may not be used as living quarters.

C. LIMITATIONS ON LAND USE

- (1) There shall be no:
 - (a) Uncontrolled or unmanaged livestock access. Installation and maintenance of perimeter fencing shall be the responsibility of the LANDOWNER.
 - (b) Game farm, shooting preserve, fish, deer, or fur farm established by the LANDOWNERS on the premises.
 - (c) Dumping of recyclables, trash, garbage, sewage, sawdust, ashes, manure piles, dredge material, compost, or any unsightly or offensive material upon, under, or in the premises.
 - (d) Vehicles or farm implements placed or stored upon the easement area without prior written consent from the COUNTY.
 - (e) Commercial, industrial or multiple dwelling activity undertaken or allowed in the premises, nor shall any right of passage across or upon the premises be allowed or granted.
 - (f) Mining, drilling or grading. There shall be no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products in the premises, or installation of mechanical devices upon the premises.
 - (g) Use of the premises for sanitary or other landfill, for underground storage tanks, or for the installation and use of an incinerator.

The landowner shall not, unless, specifically included in the conservation plan use or authorize use of the premises for any purpose, except as specified in this easement, or without the prior written consent of CHIPPEWA COUNTY.

4. RESERVED RIGHTS OF THE LANDOWNERS

- A. The LANDOWNERS may use the premises insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.
- B. The landowners retain the right to control public access. The LANDOWNER reserves the right to negotiate separate easements to provide for public access and use which does not conflict with the purpose of the easement, as determined by the COUNTY.
- C. Nothing herein shall be construed as limiting the right of the LANDOWNERS to sell, give or otherwise convey the premises, provided such conveyance is subject to the terms of this easement.
- D. The LANDOWNERS retain the right to maintain and replace existing structures and roads.
- E. The LANDOWNERS retain the right for themselves, the LANDOWNERS' family members, and guests to hunt, fish, and make any recreational use of the premises that does not impact the ecological significance and value of the premises, provided all such activity is conducted in accordance with local, state, and federal regulations. The LANDOWNERS also reserve the right to charge a fee to guests for all such activities.
- F. The LANDOWNERS retain the right to oil, gas, minerals, and geothermal resources underlying the premises, provided that any drilling or mining activities are to be located outside the boundaries of the premises.

5. GENERAL PROVISIONS

Program Funding

- A. The Wisconsin Department of Agriculture, Trade and Consumer Protection and the County have a contractual agreement that allows DATCP to provide conservation reserve enhancement program payments to the county, through the county land conservation committee.
- B. Funds distributed through the County under the contract are from the sale of tax-exempt general obligation State of Wisconsin bonds, issued under the provisions of s. 93.70, Wis. Stats., and the appropriation account under s. 20.866(2)(wf), Wis. Stats., to improve water quality, erosion control and wildlife habitat through participation in the United States Department of Agriculture (USDA) CREP, under 16 USC 3834(f)(4).

Easement Enforcement

- A. During the first 15 years, this easement runs concurrently with a contract with USDA under the Conservation Reserve Program (CRP), including an enhancement to that program called the Wisconsin Conservation Reserve Enhancement Program (CREP). The LANDOWNERS agree to comply with all the provisions under the federal CRP contract during its term, in addition to the provisions of this easement.
- B. The COUNTY (acting through the Corporate Counsel) has responsibility to enforce this conservation easement.
- C. No failure on the part of the COUNTY to enforce any of the terms of the conservation easement shall discharge or invalidate the term or any other provision of the conservation easement or affect the right of the COUNTY to enforce the conservation easement in the event of a subsequent breach or default.
- D. LANDOWNER acknowledges that irreparable injury will result to the COUNTY in the event of a breach of this easement. Upon any breach of the conservation easement, the COUNTY (acting through the Corporation Counsel) may, after reasonable notice to the LANDOWNERS, exercise any or all of the following remedies: institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and require that the premises be restored promptly to the condition required by this conservation easement. In addition to the above, LANDOWNER hereby waives all claims or defenses that LANDOWNER has, that there is an adequate remedy at law, and shall not urge in any such action to enforce this easement, that claim or defense that such remedy at law exists. Failure to comply with the terms and conditions contained in this easement, or to perform the practices and other requirements identified in the Conservation Plan that becomes part of this easement by reference, or the 15-year agreement with the COUNTY, may cause the COUNTY to seek repayment of funds. The remedies shall be cumulative and shall be in addition to any other rights and remedies available to the COUNTY at law or equity. If the LANDOWNERS are found to have breached any of the terms of the conservation easement the LANDOWNERS shall reimburse the COUNTY for any costs or expenses incurred by the COUNTY, including court costs and reasonable attorney fees, unless the COUNTY explicitly waives reimbursement for these costs.
- E. Prior recorded utility easements may overlap with the area under this conservation easement. If such prior recorded utility easements exist, the LANDOWNERS hereby agree to ensure the restoration of any features or vegetation, installed or maintained according to the conservation plan, which are destroyed, damaged, or in anyway altered from the stated terms in this conservation easement. The landowners may enter into separate agreements with the utility easement holders for such restoration, but all restoration activities must be approved by CHIPPEWA County. All costs of restoration shall be the responsibility of the LANDOWNERS or the utility easement holders. A violation of this provision may result in an action to enjoin the breach, enforce restoration, demand repayment to DATCP for all previously received state funds for incentives and cost share and reimbursement to CHIPPEWA County for all reasonable costs, including court costs and attorney fees, incurred pursuing remedies.

Land Management

- A. The LANDOWNERS may request, for the purpose of long-term protection of the easement area, authorization for timber harvest, periodic grazing or other management techniques identified in the applicable Conservation Plan. Authorizations will only be made if, upon a determination by the COUNTY, the proposed use is consistent with the long-term protection of the CREP easement area. The COUNTY shall prescribe the allowable amount, method, timing, intensity and duration of the compatible use(s) in a revised Conservation Plan.
- B. The LANDOWNERS release the COUNTY from any claims of damages that may arise as a result of floods and flash floods on the premises.
- C. The LANDOWNERS shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this easement without the prior written permission of the COUNTY.
- D. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality and habitat for fish and wildlife.
- E. The LANDOWNERS agree to enter into a 15-year agreement with the COUNTY under the Wisconsin CREP, concurrent with this easement and consistent with the provisions of this easement. Said agreement shall include the requirement to install conservation practices(s) on the premises as outlined in the federal CRP-1, its appendix and attachments, and the Conservation Plan with USDA. Said agreement shall also include provisions regarding incentive payments and practice payments from the COUNTY under the provisions of the Wisconsin CREP. The LANDOWNERS agree to maintain those conservation practice(s) as required in the agreement with the COUNTY and any amendments thereto.

- F. The LANDOWNERS agree to recording of this easement within 30 days of its execution at the Office of the Register of Deeds of the COUNTY.
- G. This instrument contains the entire agreement of the parties with respect to the conservation easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the conservation easement. If any term is found to be invalid, the remainder of the terms of this conservation easement and the application of the term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The terms "LANDOWNERS" and "the COUNTY" when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.

Land Ownership/ Transfer of Land Ownership

- A. The LANDOWNERS and their successors and assigns shall pay any real estate taxes or assessments levied by competent authority on the property.
- B. This easement will be referenced in any subsequent deed or other legal instrument by which the LANDOWNERS divest themselves of the property.
- C. The LANDOWNERS shall notify the COUNTY in writing of the name(s) and address(es) of any party to whom the premises is granted, conveyed or otherwise transferred, at or prior to the time said transfer is consummated.
- D. Whenever all or part of the premises 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, the LANDOWNERS and the COUNTY 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.
- E. No provision of this conservation easement should be construed as impairing the ability of the LANDOWNERS to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must NOT be inconsistent with the terms of this conservation easement, and must be subordinate to this easement.

FURTHER, BOTH LANDOWNERS AND THE COUNTY RECOGNIZE that this document cannot address every circumstance that may arise in the life of this easement. The parties agree that any use or activity not reserved to the LANDOWNERS in this agreement, which is inconsistent with the purpose of this easement (to preserve, enhance, restore and maintain the natural features and ecological value of the premises) or which materially threatens the purpose of this easement, is prohibited.

THE TERMS HEREOF shall be deemed to run with the land and be binding on all successors and assigns of both the LANDOWNERS and THE COUNTY.

CONSENT TO EASEMENT BY HOLDER OF REAL ESTATE MORTGAGE

Terry Szydel AS U.P.
(Signature of Individual) (Representative Capacity of Institution holding Mortgage)

of PEOPLES STATE BANK being the owner and holder of a certain REAL ESTATE MORTGAGE which is recorded at

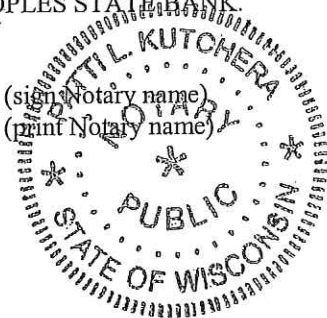
Document 637734, Dated February 25, 2002, Recorded March 5, 2002

in the COUNTY Register of Deeds Office against said premises, does hereby join in and consent to said conveyance of an easement free of said lien.

STATE OF WISCONSIN)
COUNTY of Eau Claire)ss

This instrument was acknowledged before me on the 6th day of October, 2005, by Terry Szydel
AS Vice President OF PEOPLES STATE BANK.

Patti L Kutchera
Patti L Kutchera
Notary Public, State of Wisconsin
My commission (expires) Feb. 25, 2007
My commission is permanent



CONSENT TO EASEMENT BY STATE OF WISCONSIN

Martin M. Henert as EXECUTIVE ASSISTANT of the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection does hereby join in and consent to the above conveyance of Easement to Chippewa County, Wisconsin.

MARTIN M. HENERT
Name

STATE OF WISCONSIN)
COUNTY of Dane)ss

This instrument was acknowledged before me on the 17th day of November, 2005, by

Martin M. Henert as Executive Assistant of the State of Wisconsin, Department of Agriculture, Trade and Consumer Protection.
(Name) (Title)

[Signature] (sign Notary name)

[Print Name] (print Notary name)

Notary Public, State of Wisconsin

My commission expires

My commission is permanent

SIGNED AND SEALED BY the LANDOWNERS.

[Signature] 10-4-05
(Signature) (Date)

LAWRENCE C. RAYMOND

(Print Name)

[Signature] Oct 4, 2005
(Signature) (Date)

CHERYL L. RAYMOND

(Print Name)

STATE OF WISCONSIN)
COUNTY of CHIPPEWA)ss

This instrument was acknowledged before me on the 4th day of Oct, 2005, by LAWRENCE C. RAYMOND.

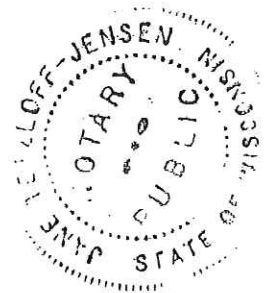
[Signature] (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission expires 8-6-2006

My commission is permanent



STATE OF WISCONSIN)
COUNTY of CHIPPEWA)ss

This instrument was acknowledged before me on the 4th day of Oct, 2005, by CHERYL L. RAYMOND.

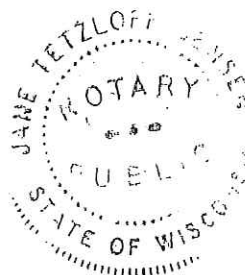
[Signature] (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission expires 8-6-2006

My commission is permanent



ACCEPTED this 28 day of Nov., 2005.

ACCEPTED BY:
CHIPPEWA COUNTY

By [Signature]
Daniel J. Masterpole, County Conservationist

STATE OF WISCONSIN)
)ss
COUNTY of CHIPPEWA)

This instrument was acknowledged before me on the 28th day of November, 2005, by DANIEL J. MASTERPOLE, as Chippewa County, County Conservationist.

Jane Tetzloff-Jensen (sign Notary name)

Jane Tetzloff-Jensen (print Notary name)

Notary Public, State of Wisconsin

My commission (expires) 8-6-2006.

My commission is permanent.

THIS INSTRUMENT WAS DRAFTED BY:
CHIPPEWA COUNTY
OFFICE OF CORPORATION COUNSEL



Exhibit A-1
Land Description for
Wisconsin Conservation Reserve Enhancement Program Easements

Lawrence C. Raymond & Cheryl L. Raymond
Chippewa County, Wisconsin

A CREP conservation easement over 4 parcels of land situated in:

South ½ of the Southwest ¼ of Section 2, and the North ½ of the Northwest ¼ of Section 11, Township 30 North Range 8, West, 4th Principal Meridian, Town of Eagle Point Chippewa County Wisconsin,

As depicted on the drawing attached at Exhibit "A-1", and more particularly described as follows:

Easement Area I

Commencing at the Northwest corner of said Section 11, thence;

North 89 degrees East, 939 feet, more or less, to the Point of Beginning (POB) for Easement Area I,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 1 degrees West, 139 feet, more or less, to Angle Point 2,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 10 degrees West, 262 feet, more or less, to Angle Point 3,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 29 degrees West, 130 feet, more or less, to Angle Point 4,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 49 degrees West, 99 feet, more or less, to Angle Point 5,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 80 degrees West, 56 feet, more or less, to Angle Point 6,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 86 degrees West, 77 feet, more or less, to Angle Point 7,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 67 degrees West, 42 feet, more or less, to Angle Point 8,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 40 degrees West, 121 feet, more or less, to Angle Point 9,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 23 degrees West, 95 feet, more or less, to Angle Point 10, on the south side of 169th St. R.O.W.,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Northeasterly along 169th St. R.O.W., 89 feet, more or less, to Angle Point 11,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Northeasterly along 169th St. R.O.W., 61 feet, more or less, to Angle Point 12,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 8 degrees West, 134 feet, more or less, to Angle Point 13,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 70 degrees East, 65 feet, more or less, to Angle Point 14,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 70 degrees East, 74 feet, more or less, to Angle Point 15,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 49 degrees East, 157 feet, more or less, to Angle Point 16,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 42 degrees East, 170 feet, more or less, to Angle Point 17,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 6 degrees East, 243 feet, more or less, to Angle Point 18,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 4 degrees East, 234 feet, more or less, to Angle Point 19,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 88 degrees West, 56 feet, more or less, to the Point of Beginning (POB) for Easement Area I,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground.

All of the above-described lands are CREI said conservation easement contains 1.9 acres.

Easement Area II

Commencing at the Northwest corner of said Section 11, thence;

East, along the north line of parcel boundary 23008 – 1122 – 03750000, thence continuing east along the north line of the northwest ¼ of the northwest ¼ of said section 11, 941 feet, more or less, to the Point of Beginning (POB) for Easement Area II.

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

East, along the north line of the northwest ¼ of the northwest ¼ of said section 11, 184 feet, more or less, to Angle Point 2,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

East, along the north line of the northwest ¼ of the northwest ¼ of said section 11, 206 feet, more or less, to Angle Point 3.

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 89 degrees East, 265 feet, more or less, to Angle Point 4,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 46 degrees West, 225 feet, more or less, to Angle Point 5,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 84 degrees West, 106 feet, more or less, to Angle Point 6.

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 82 degrees West, 206 feet, more or less, to Angle Point 7,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 66 degrees West, 160 feet, more or less, to Angle Point 8,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 23 degrees West, 100 feet, more or less, to the Point of Beginning (POB) for Easement Area II, on the north line of the northwest ¼ of the northwest ¼ of said section 11.

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground.

All of the above-described lands are CREP. Said conservation easement contains 1.9 acres.

Easement Area III

Commencing at the Northwest corner of said Section 11, thence;

North 89 degrees East, 1576 feet, more or less, to the Point of Beginning (POB), 1/2 Easement Area III.

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 38 degrees East, 115 feet, more or less, to Angle Point 2,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 52 degrees East, 104 feet, more or less, to Angle Point 3,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 60 degrees East, 137 feet, more or less, to Angle Point 4,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 76 degrees East, 37 feet, more or less, to Angle Point 5,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 77 degrees East, 44 feet, more or less, to Angle Point 6,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 46 degrees East, 46 feet, more or less, to Angle Point 7,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 62 degrees East, 127 feet, more or less, to Angle Point 8,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 54 degrees East, 164 feet, more or less, to Angle Point 9,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 4 degrees East, 90 feet, more or less, to Angle Point 10,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 59 degrees West, 227 feet, more or less, to Angle Point 11,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 76 degrees West, 105 feet, more or less, to Angle Point 12,

Said point witnessed by a 1/2 inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 62 degrees West, 284 feet, more or less, to Angle Point 13,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 49 degrees West, 72 feet, more or less, to Angle Point 14.

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

West, 34 feet, more or less, to the Point of Beginning (POB) for Easement Area III,

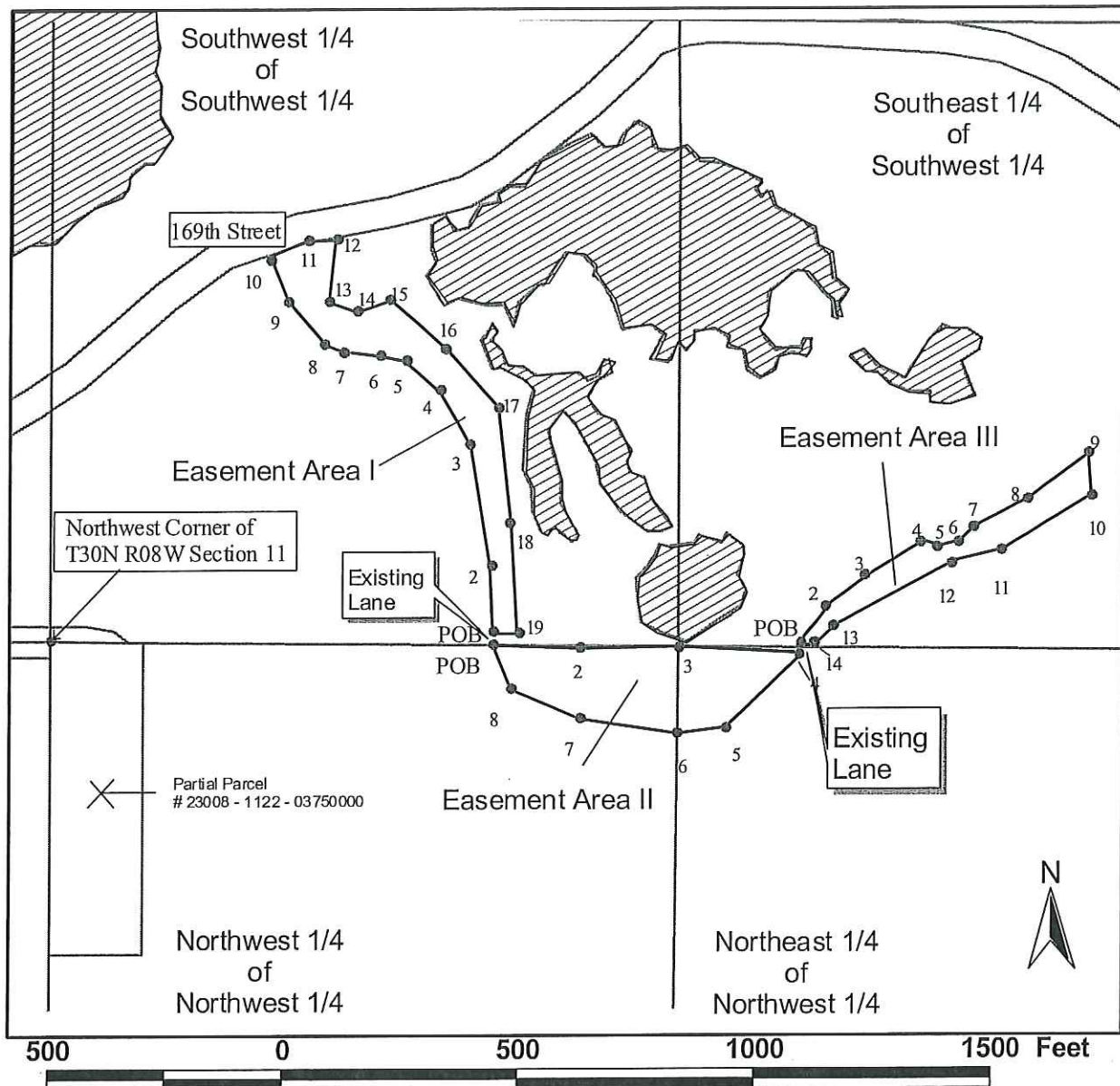
Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground.

All of the above-described lands are CREP. Said conservation easement contains 1.0 acres.

(These property descriptions have been prepared by the Chippewa County Land Conservation Department for use in administering the Conservation Reserve Enhancement Program and do not constitute a survey description or survey plat nor are they intended to be the same).

“The basis of bearing and distance being referenced to monumented section corners as per Chippewa County GIS. Point locations data obtained in field with Ashtec BR2G+ GPS Receiver using real-time differential to achieve accuracy to within one meter.”

Exhibit A-1



- **Angle Points**
- Easement Boundaries**
- Parcel Boundaries**
- Lake**

Lawrence C. & Cheryl L. Raymond
T30N R08W Sections 2 & 11
Chippewa County CREP Easement
Drawn & Described by : Dan Thom

This property description and drawing have been prepared by the Chippewa County Land Conservation Department for use in administering the Conservation Reserve Enhancement Program and do not constitute a survey description or survey plat nor are they intended to be the same.

Coordinate data was collected by the Land Conservation Department under the guidance of the USDA-NRCS.

DOCUMENT# 714637

Document Number	Document Title						
State of Wisconsin Department of Natural Resources PO Box 7921 Madison, Wisconsin 53707-7921 Page 1 of 5	Targeted Runoff Management Grant Program Cost-Share Agreement Form 3400-069 (R 12/03)						
Notice This form is authorized by s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Completion of this form is mandatory. Failure to submit a completed form to the Department of Natural Resources will result in the denial of cost-share funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].							
Grant Information							
Governmental Unit (Grantee Name) Chippewa County	CSA Number MC101						
Grant Number TRC-CD21-09000-05							
Project Name Raymond Lake Watershed							
Name of Landowner/Operator (Last, First, M.I.) Raymond, Lawrence & Cheryl							
Street Address 17601 167th Street	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">City</th> <th style="width: 20%;">State</th> <th style="width: 40%;">ZIP Code</th> </tr> <tr> <td>Bloomer</td> <td>WI</td> <td>54724</td> </tr> </table>	City	State	ZIP Code	Bloomer	WI	54724
City	State	ZIP Code					
Bloomer	WI	54724					
Property Information							
Name of Landowner(s) (if not Operator) (Last, First, M.I.)							
Street Address	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 40%;">City</th> <th style="width: 20%;">State</th> <th style="width: 40%;">ZIP Code</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	City	State	ZIP Code			
City	State	ZIP Code					
Legal Description of Property - Contiguous sites under the same ownership: (add additional sheets if necessary)							

Recording Area

For more information, call or contact:
 Chippewa County
 Land Conservation Department
 711 N Bridge Street
 Chippewa Falls, WI 54729

See Attachment A.

Identify each construction site within the property described above. Do not duplicate full legal description of property.

County	Township	Range E / W	Section	Quarter/Quarter (e.g., NW ¼ of the NE ¼)
Chippewa	T30N N	R8W	2	SW ¼ of the SW ¼
	N			
	N			
	N			

Agreement

The property described above is enrolled in the Targeted Runoff Management Grant Program. Cost-share funds are provided to the landowner/ operator in return for the installation, operation and maintenance of best management practices (BMPs) designed to enhance water quality (see s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code). This agreement commits the landowner/operator, their heirs, successors and assigns to fulfill the cost-share agreement until a satisfaction or release is filed by the governmental unit (grantee). (See s. NR 153.22(11), Wis. Adm. Code, for recording requirement with the County Register of Deeds.)

Addenda which describe the BMPs, costs, installation schedule, and conditions are hereby incorporated into this agreement and are on file with the governmental unit (grantee) and the Wisconsin DNR regional office. The Governmental Unit (grantee) may include special conditions in this document by creating Addendum 3.

This document was drafted by the Wisconsin Department of Natural Resources

Attachment A.**Lawrence and Cheryl Raymond
Legal Description of Property**

Chippewa County, State of Wisconsin:

That part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 8 West, lying Southeast (SE) of Boot Lake Road; that part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ -SW $\frac{1}{4}$) of Section 2, Township 30 North, Range 8 West, lying South of Boot Lake Road and Clear Lake Road; that part of the East Half of the Northeast Quarter (E $\frac{1}{2}$ -NE $\frac{1}{4}$) of Section 10, Township 30 North, Range 8 West, lying East of Boot Lake Road and Twin Lake Road; the entire Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 30 North, Range 8 West, except 3 acres in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section 11, described as follows: Starting at the Northwest corner of the said Northwest Quarter of the Northwest Quarter, running thence East 12 rods, thence South 40 rods; thence West 12 rods; thence North 40 rods to the place of beginning. And also, excepting a parcel or parcels owned by others located in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 8 West.

Tax parcel numbers:

23008-0233-0002-0000	23008-1121-0000-0000
23008-1122-0002-0000	23008-0234-0002-0000
23008-1123-0000-0000	23008-0344-0875-0000
23008-1124-0000-0000	23008-1011-0002-0000

Note: Legal description obtained from Document No. 547367

A parcel of land being part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4, Section 11, Township 30 North, Range 8 West, Town of Eagle Point, Chippewa County, Wisconsin. Being further described as follows: Commencing at the West 1/4 corner of said Section 11, thence South 89 degrees 41 minutes 41 seconds East along the North line of the Southwest 1/4, 630.75 feet to the point of beginning; thence continuing South 89 degrees 41 minutes 41 seconds East along said North line 1999.25 feet to the center of said Section 11; thence South 00 degrees, 36 minutes 17 seconds East along the East line of said Southwest 1/4, 531.28 feet; thence South 02 degrees eighteen minutes 09 seconds West 607.98 feet; thence South 01 degree 41 minutes 29 seconds East 133.27 feet; thence South 36 degrees 56 minutes 12 seconds East 47.79 feet to the Southeast corner of said Northeast 1/4 of the Southwest 1/4; thence North 89 degrees 32 minutes 11 seconds West along the South line of said Northeast 1/4 of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4, 2020.57 feet; thence North 00 degrees 19 minutes 39 seconds East 1304.47 feet to the point of beginning. Being subject to existing easements and road right of ways.

Tax Parcel Numbers:

23008-1131-0000-0000	23008-1132-0021-0000
----------------------	----------------------

Note: Legal description obtained from Document No. 627454

DOC ENT# 714537

Targeted Runoff Management Grant Program

Cost-Share Agreement

Form 3400-069 (R 12/03) Page 2 of 5

Landowner/Operator

Signed this November day of December 30, 20 05

X Lawrence Raymond
Signature of Landowner/Operator

Cheryl Raymond
Signature of Landowner/Operator

Lawrence Raymond
Typed Name of Landowner/Operator

Cheryl Raymond
Typed Name of Landowner/Operator

STATE OF WISCONSIN

Personally came before me this 30th day of November, 20 05

the above named Lawrence & Cheryl Raymond
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Jane Tetzloff-Jensen
Signature of Notary Public

Jane Tetzloff-Jensen
Typed Name of Notary Public

Notary Public Chippewa County, Wisconsin

My commission (is permanent) (expires 8-6-2006).

Landowners (if not operator)

If landowner section is not completed, check (X) one or both of the following that apply:

☒ Landowner is also the operator

☐ Cost-share agreement contains only high residue management, nutrient management, pesticide management, cropland protection cover (green manure)

Signed this _____ day of _____, 20 _____.

Signature of Landowner (if not operator)

Signature of Landowner (if not operator)

Typed Name of Landowner (if not operator)

Typed Name of Landowner (if not operator)

STATE OF WISCONSIN

Personally came before me this _____ day of _____, 20 _____.

the above named _____
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Governmental Unit (grantee)

Signed this 8th day of DEC, 20 05

Daniel Masterpole
Signature of Authorized Governmental Unit Representative (grantee)

Daniel Masterpole
Typed Name of Authorized Governmental Unit Representative (grantee)

STATE OF WISCONSIN

Personally came before me this 8th day of Dec, 20 05

the above named Daniel Masterpole
to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

Jane Tetzloff-Jensen
Signature of Notary Public

Jane Tetzloff-Jensen
Typed Name of Notary Public

Notary Public Chippewa County, Wisconsin

My commission (is permanent) (expires 8-6-2006).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
) Personally came before me this _____ day of _____, 20 ____.
)
_____ County)ss. the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
) Personally came before me this _____ day of _____, 20 ____.
)
_____ County)ss. the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Other Signer – Specify title or relationship: _____

Signed this _____ day of _____, 20 ____.

Signature

Signature

Typed Name

Typed Name

STATE OF WISCONSIN)
) Personally came before me this _____ day of _____, 20 ____.
)
_____ County)ss. the above named _____
) to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.
)

Signature of Notary Public

Typed Name of Notary Public

Notary Public _____ County, Wisconsin

My commission (is permanent) (expires _____).

Section A – General Requirements

- A 1. This agreement is subject to the provisions of s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code.
- A 2. This agreement is effective from the date signed by all parties through the end date of all operation and maintenance periods.
- A 3. The parties to this agreement may not discriminate against any contractor hired to fulfill any responsibility under this agreement because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin.
- A 4. The state cost-share rate for each BMP listed in Addendum 2 of this agreement is based on the eligible costs actually incurred and substantiated, subject to cost containment procedures in chs. NR 153 and NR 154, Wis. Adm. Code.
- A 5. This agreement may be amended by mutual agreement of either party, so long as the agreement has not yet expired.
- A 6. If a significant archeological or historical site is found, construction is to cease immediately and the BMP will be relocated, redesigned, or deleted to prevent damage to the archeological or historical site. The BMP may be deleted only if approved in writing by the Department of Natural Resources.
- A 7. Any loss of cost sharing that results from a cost-share recipient's failure to abide by the conditions of this agreement, or that results from a landowner's voluntary partial or full release from this agreement, shall not invalidate a determination made under s. NR 151.09 or 151.095, Wis. Adm. Code, that cost-sharing has been made available to comply with performance standards or prohibitions.

Section B – Landowner/Operator Shall:

- B 1. Design, install, operate and maintain BMPs listed in Addendum 2 of this agreement according to the specifications identified in chs. NR 153 and NR 154, Wis. Adm. Code, and as identified in the grant agreement between the governmental unit (grantee) and the Department of Natural Resources, which provides cost-sharing funds for this project.
- B 2. Operate and maintain each BMP for a minimum of 10 years, except when payment is made for riparian buffers and grassed waterways under s. NR 154.03(1)(l)3, Wis. Adm. Code, then the operation and maintenance period shall be a minimum of 15 years. When not required as a component of another BMP, the following BMPs are exempt from the 10-year operation and maintenance period requirement and only need to be maintained during the years for which cost sharing is received:
- High residue management
 - Cropland protection cover (green manure)
 - Nutrient management
 - Pesticide management
- B 3. Allow access to the installed BMP by the governmental unit (grantee), the Department of Natural Resources and the Department of Agriculture, Trade and Consumer Protection for site inspection of the BMP for installation, operation and maintenance.
- B 4. Pay for the full cost of BMPs installed under this agreement, then seek reimbursement from the governmental unit (grantee). The landowner/operator shall repay to the governmental unit (grantee) cost sharing related to the installation of one or more BMPs if any term of this agreement is not fulfilled, including any of the following:
- a. Failure to install, operate or maintain a BMP in accordance with the terms of this agreement and s. 281.65, Wis. Stats., and chs. NR 153 and NR 154, Wis. Adm. Code. Repayment of cost sharing received is not required if the governmental unit (grantee) determines a BMP is rendered ineffective due to circumstances beyond the landowner/operator's control [see s. NR 153.22(8), Wis. Adm. Code].
 - b. Adopting or changing any land use, practice or management which defeats the purpose of any BMP covered by the cost-share agreement or the runoff management grant agreement.
 - c. Changing land use or management on the entire property described in this agreement which may cause sources of pollution which were adequately managed at the time this agreement was signed, including compliance with the performance standards under ch. NR 151, Wis. Adm. Code, to produce a significant increase in pollutant loading to surface water or groundwater. If a significant change in land use or management occurs, the landowner shall control the source at his or her own expense or return the full amount of all cost-share payments.
- B 5. Provide the governmental unit (grantee) with copies of invoices, bills, canceled checks and other proof of the costs and expenditures for BMP installation. The landowner/operator waives all rights to cost-share funds where costs and expenditures have not been documented.
- B 6. As required by s. NR 153.22(3)(L), Wis. Adm. Code, amend the cost-share agreement with the governmental unit (grantee) if BMPs are added or deleted and to add or delete BMPs only when the BMPs are consistent with the project grant application submitted under s. NR 153.17, Wis. Adm. Code.
- B 7. Eligibility for state funding is contingent upon the timely payment of child support or maintenance payments. Delinquency in child support or maintenance payments will result in nonpayment of state cost-share funds.

Section C – Governmental Unit (Grantee) Shall:

- C 1. Provide cost sharing to the landowner/operator consistent with Addendum 2, contingent upon the availability of state funds. If funds are not available to install all BMPs, the governmental unit (grantee) shall amend the cost-share agreement with the landowner/operator.
- C 2. Provide for technical assistance for the design of BMPs listed in Addendum 2 of this agreement, and any amendments, unless the landowner/operator provides BMP design which has been approved by the governmental unit (grantee).
- C 3. Make cost-share payments to the landowner/operator after payment is requested and evidence of contractor payment by the landowner/operator has been received, and the governmental unit (grantee) verifies proper BMP installation.
- C 4. Preserve all grant records for a period of 3 years after the lifespan of the longest-maintained BMP. The governmental unit (grantee) shall make these documents available to the Department of Natural Resources upon request.

CSA Number	Typed Name of Landowner/Operator	Initials of Landowner/Operator	Date
MC101	Lawrence & Cheryl Raymond	L.C.R. C.R.	11/30/2005

Addendum 2 – Best Management Practice(s), Cost(s) and Installation Schedule

Page 5 of 5

Installation Period	
From (MM/YY)	To (MM/YY)

CSA Number MC101	Typed Name of Landowner/Operator Lawrence & Cheryl Raymond		Initials of Landowner/Operator L.C.R.	Date 11/30/20
----------------------------	--	--	---	-------------------------

⁴⁴ The final cost-share amount may be more or less based on actual eligible costs.

Lawrence & Cheryl Raymond

Initials of Landowner/Operator	Date
--------------------------------	------

11/30/2005

DOF IDENT# 714637

COST-SHARE CONTRACT NO.:

MC101

SOIL AND WATER RESOURCE MANAGEMENT GRANT PROGRAM

Sec. 92.14, Wis. Stats.

COST-SHARE CONTRACT

(DATCP approval required for
cost-share amounts over \$50,000)

This contract is made and entered into by and between
Chippewa County Land Conservation Committee, and
landowners(s) Lawrence and Cheryl Raymond and grant
recipient _____. This contract is complete and valid as of the
date signed by the county representative.

In consideration of the terms and conditions herein, the parties agree
to this contract as set forth in the following Sections 1, 2, and 3, and
any addenda that are annexed and made a part hereof.

NOTE 1: It is not necessary to notarize the spouse's signature unless
this contract will be recorded. However, the spouse must sign his or
her own name. All other signatures must be notarized. If there are
additional landowners or any grant recipients, check here ☐ and
attach Exhibit A1. Insert "not applicable" for each line not
completed.

NOTE 2: Only properly authorized person(s) can sign in a representative
capacity and must sign in such capacity if the landowner is a corporation,
trust, estate, partnership, limited partnership, or limited liability company.

Lawrence Raymond
LANDOWNER/REPRESENTATIVE

2-24-06
DATE

PRINT OR TYPE NAME: LAWRENCE RAYMOND

State of Wisconsin)
) ss.
Chippewa County)

This instrument was acknowledged before me on 2-24-06
(date)

by LAWRENCE RAYMOND
(name of landowner or representative)

as Owner
(representative's position or type of authority)

for _____
(name of entity on behalf of whom instrument was executed)

Jane Tetzlöff-Jensen Jane Tetzlöff-Jensen
SIGNATURE PRINT NAME

Notary Public, State of Wisconsin

My commission expires 8-6-2006 (is permanent).

[Signature]
SIGNATURE OF COUNTY REPRESENTATIVE

2/24/06
DATE

PRINT OR TYPE NAME: Dan Masterpole

State of Wisconsin)
) ss.
Chippewa County)

This instrument was acknowledged before me on Feb. 24, 2006 by Dan Masterpole

as authorized representative of Chippewa County

Jane Tetzlöff-Jensen
SIGNATURE

Notary Public, State of Wisconsin

My commission expires 8-6-2006 (is permanent)

Jane Tetzlöff-Jensen
PRINT NAME

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.

DOCUMENT# 717477

Recorded

FEB. 24, 2006 AT 02:26:44PM

Marge L. Geissler

MARGE L. GEISSLER
REGISTER OF DEEDS
CHIPPewa COUNTY, WI

Fee Amount: \$21.00



Agency Name & Return Address

Chippewa County LCD

711N Bridge Street, Chippewa Falls, WI 54729

Parcel Identification Numbers

23008-0233-00020000	23008-1122-00020000
23008-1123-00000000	23008-1124-00000000
23008-1121-00000000	23008-0234-00020000
23008-0344-08750000	23008-1011-00020000
23008-1131-00000000	23008-1132-00210000

State of Wisconsin)
) ss.
Chippewa County)

This instrument was acknowledged before me on 2-24-06
(date)

by CHERYL RAYMOND
(name of landowner or representative)

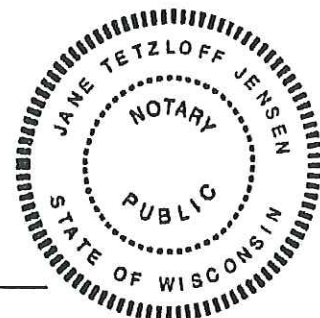
as Owner
(representative's position or type of authority)

for _____
(name of entity on behalf of whom instrument was executed)

Jane Tetzlöff-Jensen Jane Tetzlöff-Jensen
SIGNATURE PRINT NAME

Notary Public, State of Wisconsin

My commission expires 8-6-2006 (is permanent).



COST-SHARE CONTRACT NO.:

MC101

DOCUMENT# 717477

SECTION 1A. COUNTY INFORMATION **PAGE 2 of 5**

NAME OF COUNTY AGENCY Chippewa County Land Conservation Dept	TELEPHONE NUMBER 715-726-7920
ADDRESS 711 N Bridge Street	CITY, STATE, ZIP CODE Chippewa Falls WI 54729
NAME OF AUTHORIZED REPRESENTATIVE Dan Masterpole	

SECTION 1B. LANDOWNER and GRANT RECIPIENT INFORMATION

TOTAL DATCP COST-SHARE AMOUNT (from page 5) \$12,557	
NAME OF LANDOWNER (Individual, Corporation, Trust, Estate, Partnership) NOTE: SPOUSE MUST BE INCLUDED Lawrence & Cheryl Raymond	
ADDRESS 17601 167 th Street	
CITY, STATE, ZIP CODE Chippewa Falls WI 54729	TELEPHONE NUMBER 715-288-6011
LEGAL DESCRIPTION OF SUBJECT PROPERTY (COMPLETE BELOW OR ATTACH AS EXHIBIT B) Example: NW ¼ of the NW ¼ of Section 12, T. 14 N., R 6 E. (Aerial photo without description is not sufficient) Attachment A.	
NAME OF GRANT RECIPIENT, if different than above. NOTE: SPOUSE MUST BE INCLUDED	
ADDRESS	
CITY, STATE, ZIP CODE	TELEPHONE NUMBER
INSTALLATION PERIOD	
Each practice must be installed in the year of the cost-share contract, unless the project is extended. This contract may provide cost-sharing for more than one year for the following items as long as the parties record the number of years of cost-sharing in the appropriate column in Section 3:	
a. to install and maintain contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping (up to 4 years). b. for land taken out of production for 10 years or other period specified in Section 3. c. for riparian land taken out of production for 15 years or in perpetuity as specified in Section 3.	

Appeal Rights

The landowner or grant recipient may appeal to the county, in writing, any decision of the county land conservation department regarding this grant. The county corporation counsel will determine if the grantee is eligible for a hearing under Chapter 68, Wis. Stats.

L.C.R.	2-24-06	C.L.R.	2/24/06						
Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

ADDENDA MAY BE ATTACHED TO THIS DOCUMENT TO RECORD SPECIAL CONDITIONS

COST-SHARE CONTRACT NO.:

MC101

SECTION 2

PAGE 3 of 5

A. The landowner/grant recipient agrees:

1. To install and maintain cost-shared practice(s) listed in Section 3, consistent with the plans and specifications referenced in Section 3, during periods identified in Section 3.
2. To make all payments for which the landowner/grant recipient (hereinafter referred to as "landowner") is obligated under this contract, as specified in Section 3.
3. To provide the county with evidence of payment, as applicable, for services, supplies, and practices performed or installed pursuant to this contract. Proof of payment may be in the form of a statement or invoice, or receipts or cancelled checks with the related vendor contract. For services provided by the landowner, the landowner shall submit a detailed invoice or cost-estimate for those services.
4. To maintain the cost-shared practice for at least 10 years from the date of installation, except for these "soft" practices: contour farming, cover and green manure crop, nutrient management, pest management, residue management, and strip-cropping. Soft practices must be maintained for each year cost-share funds are provided, as specified in Section 3. Extended maintenance periods apply if land is taken out of production for more than 10 years, as specified in Section 3.
5. To operate and maintain each cost-shared practice for the required maintenance period following the certification of installation or replace it with an equally effective practice. To refrain, during the maintenance period, from actions that may reduce a practice's effectiveness, or result in water quality problems. Where appropriate, the landowner agrees to follow an operation and maintenance plan. All nutrient management plans must comply with s. ATCP 50.04(3), Wis. Admin. Code.
6. To repay cost-share funds immediately, upon demand by the county, if the landowner fails to operate and maintain the cost-shared practice according to the contract. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the required maintenance period due to circumstances beyond the control of the landowner.
7. To the recording of this contract, including the legal description of the subject property, with the deed to the subject property, if the cost-share contract amount is greater than \$10,000. This contract shall be recorded only after all practice(s) are installed. Upon recording, this contract constitutes a covenant running with the land described in Section 1B, and is binding on subsequent owners, heirs, executors, administrators, successors, trustees, and assigns, and users of the land for the period set forth in Section 3.
8. To comply with (i) the performance standards, prohibitions, conservation practices and technical standards under s. 281.16, Stats., (ii) plans approved under ss. 92.14, 92.15 (1985 Stats.), 92.10 and 281.65, Stats., and (iii) the practices necessary to meet the requirements of this contract, and to continue such compliance after the term of this contract, without further cost-sharing, if the landowner has received cost-sharing for compliance at least equal to the cost-sharing required under s. ATCP 50.08, Wis. Admin. Code. There is no requirement for continuing compliance without cost-sharing for land that is taken out of production.
9. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this contract.
10. To make any changes to this contract, including changes in project components and costs, according to the procedures set forth in Section 2.C.3.
11. To the county's right to stop work, or withhold cost-share grant funds, if it is found that the landowner, grant recipient, or construction contractor in their employ has violated ch. 92, Wis. Stats., ch. ATCP 50, Wis. Admin. Code, or has breached this contract.

L.C.R.	2-24-06	CZR	2/24/06						
Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

DOCUMENT# 717477

SECTION 2 (continued)

B. The county agency agrees:

1. To provide technical assistance for the design, construction, and installation of cost-shared practice(s) according to applicable standards in ch. ATCP 50, Wis. Admin. Code.
2. To use the most cost-effective methods to address the water quality concerns of this project, and apply cost containment procedures, consistent with ch. ATCP 50, Wis. Admin. Code, when estimating and paying for cost-shared practice(s).
3. To provide cost-share funds to the landowner, in the amounts specified in Section 3 and any amendments, upon proof that (i) the landowner has made all payments for which the landowner is responsible under the contract, (ii) the practice(s) are designed and installed according to standards in ch. ATCP 50, Wis. Admin. Code and this contract, including compliance with applicable construction site erosion control standards, and (iii) nutrient management plans comply with s. ATCP 50.04(3) Wis. Admin. Code. The county may make payments to third parties as provided in s. ATCP 50.40(13), Wis. Admin. Code.
4. To collect and retain all contract-related documents regarding operation and maintenance, proof of certification of design and installation, change orders, receipts and payments, and other referenced materials for a minimum of three years after making the last cost-share payment to the landowner, or for the duration of the maintenance period of this contract, whichever is longer. Records may be retained longer to demonstrate that a landowner meets the cost-sharing exemption under s. ATCP 50.08(5), Wis. Admin. Code. Payment records from the landowner and county must provide proof of payment in full for all cost-shared practices installed. Copies of records shall be made available to DATCP upon request.
5. To record this contract, including the legal description of the subject property, with the deed to the subject property, as required under Section 2.A.7.
6. To coordinate eligibility for DATCP cost-share funding, and to follow required reimbursement procedures to facilitate timely cost-share payment(s) to the landowner, including the submission of certification forms to DATCP documenting that cost-shared practice(s) have been properly installed in accordance with this contract and paid for.

C. General conditions of the contract

1. State cost-share reimbursement amounts in Section 3 are contingent on receiving DATCP funding. The county may cancel this contract, in whole or in part, due to non-availability of DATCP funds. A county is responsible for contract grant amounts when the county makes cost-share commitments beyond the amount of its DATCP annual allocation or the county fails to obtain DATCP approval required under 2.C.2.
2. Written approval from DATCP shall be obtained before this contract is executed or amended if the DATCP cost-share amount exceeds \$50,000, and such approval shall be attached to, and made part of, this contract.
3. This contract may be amended, by mutual written agreement of the parties, during the installation or maintenance periods, if the proposed changes will provide equal or greater control of water pollution. For any changes in practice components or costs, the county will determine eligibility and whether to approve such changes. Counties must use a "Cost-Share Contract Change Order" form (ARM-LR-166) for changes prior to or during the installation and maintenance periods. Except as otherwise provided in the "Change Order" form, any completed "Change Order" form must be attached to, and made part of, this contract. Changes to this contract that increase the DATCP cost-share amount over \$10,000 or \$50,000 are subject to requirements in Sections 2.A.7. regarding recording and 2.C.2. regarding DATCP approval.
4. This contract is void if, prior to installation, the county determines that due to a material change in circumstances the proposed practices will not provide cost-effective water quality benefits.

L.C.R.	2-24-06	CZR	2/24/06						
Landowner Initials	Date	Spouse Initials	Date	Grant Recipient Initials	Date	Spouse Initials	Date	County Reps. Initials	Date

Attachment A.**Lawrence and Cheryl Raymond
Legal Description of Property**

Chippewa County, State of Wisconsin:

That part of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 8 West, lying Southeast (SE) of Boot Lake Road; that part of the South Half of the Southwest Quarter (S $\frac{1}{2}$ -SW $\frac{1}{4}$) of Section 2, Township 30 North, Range 8 West, lying South of Boot Lake Road and Clear Lake Road; that part of the East Half of the Northeast Quarter (E $\frac{1}{2}$ -NE $\frac{1}{4}$) of Section 10, Township 30 North, Range 8 West, lying East of Boot Lake Road and Twin Lake Road; the entire Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 30 North, Range 8 West, except 3 acres in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ -NW $\frac{1}{4}$) of Section 11, described as follows: Starting at the Northwest corner of the said Northwest Quarter of the Northwest Quarter, running thence East 12 rods, thence South 40 rods; thence West 12 rods; thence North 40 rods to the place of beginning. And also, excepting a parcel or parcels owned by others located in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ -SE $\frac{1}{4}$) of Section 3, Township 30 North, Range 8 West.

Tax parcel numbers:

23008-0233-0002-0000	23008-1121-0000-0000
23008-1122-0002-0000	23008-0234-0002-0000
23008-1123-0000-0000	23008-0344-0875-0000
23008-1124-0000-0000	23008-1011-0002-0000

Note: Legal description obtained from Document No. 547367

A parcel of land being part of the Northeast 1/4 of the Southwest 1/4 and part of the Northwest 1/4 of the Southwest 1/4, Section 11, Township 30 North, Range 8 West, Town of Eagle Point, Chippewa County, Wisconsin. Being further described as follows: Commencing at the West 1/4 corner of said Section 11, thence South 89 degrees 41 minutes 41 seconds East along the North line of the Southwest 1/4, 630.75 feet to the point of beginning; thence continuing South 89 degrees 41 minutes 41 seconds East along said North line 1999.25 feet to the center of said Section 11; thence South 00 degrees, 36 minutes 17 seconds East along the East line of said Southwest 1/4, 531.28 feet; thence South 02 degrees eighteen minutes 09 seconds West 607.98 feet; thence South 01 degree 41 minutes 29 seconds East 133.27 feet; thence South 36 degrees 56 minutes 12 seconds East 47.79 feet to the Southeast corner of said Northeast 1/4 of the Southwest 1/4; thence North 89 degrees 32 minutes 11 seconds West along the South line of said Northeast 1/4 of the Southwest 1/4 and Northwest 1/4 of the Southwest 1/4, 2020.57 feet; thence North 00 degrees 19 minutes 39 seconds East 1304.47 feet to the point of beginning. Being subject to existing easements and road right of ways.

Tax Parcel Numbers:

23008-1131-0000-0000	23008-1132-0021-0000
----------------------	----------------------

Note: Legal description obtained from Document No. 627454

PERPETUAL CONSERVATION EASEMENT

Secs. 93.70, 700.40 Wis. Stats.

THIS AGREEMENT GRANTING AN EASEMENT is made this 24th day of February, 2006, by and between **LAWRENCE C. RAYMOND and CHERYL L. RAYMOND, husband and wife as survivorship marital property "LANDOWNERS"**, and Chippewa County, acting through the Land Conservation Committee, "COUNTY".

Whereas, the LANDOWNERS are the owners of fee simple title of certain real estate and the COUNTY desires a conservation easement on said real estate for the purposes delineated below,

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) Dollar, and the mutual terms and conditions specified below (which LANDOWNER acknowledges as full consideration), and pursuant to Sec. 700.40, Wis. Stats. LANDOWNERS convey to the COUNTY and its successors and assigns, upon acceptance by the COUNTY, within 1 month from the date specified above, a conservation easement in perpetuity (to run with the land) on the following described real estate (the "premises") in CHIPPEWA COUNTY, State of Wisconsin. The location of said easement is shown on Exhibit "A" attached hereto, and made part hereof, and comprises a total of 37.4 Acres.

The location of said easement is shown on Exhibit "A" attached hereto, and made a part hereof. Upon acceptance and evidence of merchantable title in the Grantee, the Grantee shall pay Forty-Thousand (\$40,000) Dollars to the Grantor for this easement.

Legal Description

(See Exhibit "A")

1. PURPOSE

The purpose of this easement is to preserve, enhance, restore and maintain the natural features and ecological values of the premises in perpetuity. Any conservation plan used to achieve the purpose of this easement must be approved by the Chippewa County Land Conservation Committee (LCC) and the LANDOWNERS, and becomes part of this easement by reference. Rights of the COUNTY shall be exercised for the purposes set forth above.

2. RIGHTS OF THE COUNTY

A. The COUNTY shall have rights that include:

- (1) The right to enter into the premises area to undertake, at its own expense or on a cost-share basis with the LANDOWNERS or other entity:
 - a) any activities to locate, mark, and if necessary restore the boundary
 - b) following reasonable notice to and consultation with the LANDOWNER, any activities to restore, establish, protect, manage, maintain, and monitor vegetation
 - c) following reasonable notice to and consultation with the LANDOWNER, any activities to maintain or enhance the natural features and environmental values of the premises
- (2) The right, following reasonable notice to and consultation with the LANDOWNER, to develop, improve and protect from erosion the above described land by mechanical, vegetative and physical means such as fencing to exclude livestock or by planting of or maintaining vegetation.
- (3) The right to delegate all or part of its rights, and responsibilities under this easement to a land trust, or other organization with a similar mission, that is authorized by Wisconsin law to have the appropriate authority to carry out such delegated responsibilities.

B. The COUNTY and its employees, officers and agents have the right of ingress and egress from and to the premises across all contiguous lands owned by the LANDOWNERS for the purpose of exercising all rights and privileges granted herein including the right of inspection. It is understood that the field roads, roadways, passageways, lands or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The LANDOWNERS may provide a designated route to and from the premises which the COUNTY shall use if said route is reasonably convenient and specifically shown on Exhibit "B" attached hereto and made part hereof.

Recorded
FEB. 27, 2006 AT 03:05:18PM

Marge L. Geissler

MARGE L. GEISSLER
REGISTER OF DEEDS
CHIPPEWA COUNTY, WI

Fee Amount: \$27.00



This space is reserved for recording data

Return to:

Chippewa County LCD
711 N. Bridge Street
Chippewa Falls, WI 54729

Parcel Identification Number/Tax Key Number

23008-0233-00020000	23008-0234-00020000
23008-1122-00020000	23008-1121-00000000

3. COVENANTS OF LANDOWNERS

The LANDOWNERS shall, within the scope of this easement, cooperate and assist in the maintenance of the premises as grassland, wetland, riparian buffer or filter strip or wildlife habitat area, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes, now existing or thereafter occurring on the premises.

A. LIMITATIONS ON ALTERATION OF VEGETATION

- (1) The LANDOWNERS shall not:
 - (a) Drain or permit draining through the transfer of appurtenant water rights, except through official action as a legal drainage district;
 - (b) Construct ditches or any other means of moving water;
 - (c) Fill in areas with earth or any other material;
 - (d) Burn any areas covered with marsh vegetation.
 - (e) Adversely affect the natural flow of surface water or underground water into, within, and out of the premises, except as stated in the Conservation Plan. Existing tiles draining lands outside the premises may be maintained and/or replaced by the LANDOWNER.

None of these activities shall be allowed unless deemed necessary to achieve the purpose of this easement. The scope of these activities and their application shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.

- (2) The LANDOWNERS shall not, unless specifically included in the conservation plan or unless specifically approved in writing by the COUNTY:
 - (a) Alter vegetative cover or other natural features.
 - (b) Plant or introduce agricultural crops.
 - (c) Mow or spray the premises with chemicals.
 - (d) Pasture, hay or remove trees or other vegetation.
 - (e) Use any portion of the Premises for any livestock purpose without prior written approval by the Grantee

B. LIMITATIONS ON THE BUILDING, PLACEMENT, AND MAINTENANCE OF STRUCTURES

- (1) There shall be no:
 - (a) New structures of any kind allowed unless deemed necessary by the COUNTY to accomplish the purpose of the easement. The scope and application of new structures shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.
 - (b) Mobile homes, trailers, or recreational vehicles providing living quarters placed on the premises by either the COUNTY or LANDOWNERS.
 - (c) Construction of new roads or widening existing roads except those approved by the COUNTY.
 - (d) Signs, billboards, outdoor advertising structures or advertisements of any kind shall be erected, displayed, or placed on the premises, except as permitted under paragraph 4.I.
 - (e) Permanent, elevated duck blinds or deer stands placed on the premises.
- (2) Except as otherwise provided, the general topography of the landscape including water frontage shall be maintained in its present condition.
- (3) The existing (16 feet x 16 feet) structure may be maintained, but may not be expanded or used as a permanent living quarters, except as follows:
 - (a) LANDOWNERS may maintain, renovate, or replace the existing structure provided such activity does not substantially alter its character or function or increase its present height or land surface it occupies.
 - (b) LANDOWNERS may add a porch that does not alter the character of the structure and extends no greater than 10 feet from the existing structure and is no greater than 256 square feet.
 - (c) Any such additions or modifications must be in full compliance with applicable ordinances.

C. LIMITATIONS ON LAND USE

- (1) There shall be no:
 - (a) Livestock access. Installation and maintenance of perimeter fencing if needed shall be the responsibility of the LANDOWNER.
 - (b) Game farm, shooting preserve, fish, deer, or fur farm established by the LANDOWNERS on the premises.
 - (c) Dumping of recyclables, trash, garbage, sewage, sawdust, ashes, manure piles, dredge material, compost, or any unsightly or offensive material upon, under, or in the premises.
 - (d) Vehicles or farm implements placed or stored upon the easement area without prior written consent from the COUNTY.
 - (e) Commercial, industrial, single or multiple dwelling activity undertaken or allowed in the premises, nor shall any right of passage across or upon the premises be allowed or granted.

- DOCUMENT# 717543
- (f) Mining, drilling or g...hg. There shall be no removal of topsoil, gravel, rock, minerals, gas, oil or other products in the premises, or installation of mechanical devices upon the premises.
 - (g) Use of the premises for sanitary or other landfill, for underground storage tanks, or for the installation and use of an incinerator.

The landowner shall not, unless, specifically included in the conservation plan use or authorize use of the premises for any purpose, except as specified in this easement, or without the prior written consent of CHIPPEWA COUNTY.

4. RESERVED RIGHTS OF THE LANDOWNERS

- A. The LANDOWNERS may use the premises insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.
- B. The landowners retain the right to control public access.
- C. The landowners may cut and harvest timber for firewood for personal use on the Protected Property, except that no timber shall be harvested within 100 feet of the ordinary high water mark.
- D. The landowners reserve the right to construct a woodland management trail. The approximate location of the trail is shown in Exhibit A-1. The landowner may construct a bridge where trail crosses the intermittent stream channel. Bridge placement, design, and construction is subject to all state and local regulation, and requires written approval from CHIPPEWA COUNTY.
- E. Nothing herein shall be construed as limiting the right of the LANDOWNERS to sell, give or otherwise convey the premises, provided such conveyance is subject to the terms of this easement.
- F. The LANDOWNERS retain the right to maintain and replace existing structures and roads.
- G. The LANDOWNERS retain the right for themselves, the LANDOWNERS' family members, and guests to hunt, fish, and make any recreational use of the premises that does not impact the ecological significance and value of the premises, provided all such activity is conducted in accordance with local, state, and federal regulations. The LANDOWNERS also reserve the right to charge a fee to guests for all such activities.
- H. The LANDOWNERS retain the right to oil, gas, minerals, and geothermal resources underlying the premises, provided that any drilling or mining activities are to be located outside the boundaries of the premises.
- I. The LANDOWNERS may place small unlighted signs, each not to exceed four (4) square feet in area, on the protected property for the following purposes: interpretation of natural features, boundary markers, no trespassing signs, directional signs, to control entry or use, memorial plaques, historic markers, to state the name and address of the property owners, and to identify the area as privately owned wildlife refuge.

5. GENERAL PROVISIONS

Easement Enforcement

- A. The COUNTY (acting through the Corporate Counsel) has responsibility to enforce this conservation easement.
- B. No failure on the part of the COUNTY to enforce any of the terms of the conservation easement shall discharge or invalidate the term or any other provision of the conservation easement or affect the right of the COUNTY to enforce the conservation easement in the event of a subsequent breach or default.
- D. LANDOWNER acknowledges that irreparable injury will result to the COUNTY in the event of a breach of this easement. Upon any breach of the conservation easement, the COUNTY (acting through the Corporation Counsel) may, after reasonable notice to the LANDOWNERS, exercise any or all of the following remedies: institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and require that the premises be restored promptly to the condition required by this conservation easement. In addition to the above, LANDOWNER hereby waives all claims or defenses that LANDOWNER has, that there is an adequate remedy at law, and shall not urge in any such action to enforce this easement, that claim or defense that such remedy at law exists. Failure to comply with the terms and conditions contained in this easement, or to perform the practices and other requirements identified in the Conservation Plan that becomes part of this easement by reference, may cause the COUNTY to seek repayment of funds. The remedies shall be cumulative and shall be in addition to any other rights and remedies available to the COUNTY at law or equity. If the LANDOWNERS are found to have breached any of the terms of the conservation easement the LANDOWNERS shall reimburse the COUNTY for any costs or expenses incurred by the COUNTY, including court costs and reasonable attorney fees, unless the COUNTY explicitly waives reimbursement for these costs.
- E. Prior recorded utility easements may overlap with the area under this conservation easement. If such prior recorded utility easements exist, the LANDOWNERS hereby agree to ensure the restoration of any features or vegetation, installed or maintained according to the conservation plan, which are destroyed, damaged, or in anyway altered from the stated terms in this conservation easement. The landowners may enter into separate agreements with the utility easement holders for such restoration, but all restoration activities must be approved by CHIPPEWA County. All costs of restoration shall be the responsibility of the LANDOWNERS or the utility easement holders. A violation of this provision may result in an action to enjoin the breach, enforce restoration, demand repayment to CHIPPEWA County for all previously received state funds for incentives and cost share and reimbursement to CHIPPEWA County for all reasonable costs, including court costs and attorney fees, incurred pursuing remedies.
- F. In further consideration of this easement agreement are the terms and conditions contained in two (2) cost share agreements between CHIPPEWA County and LAWRENCE C. RAYMOND and CHERYL L. RAYMOND. Said cost share agreements dated November 30, 2005 and February 24, 2006, and recorded as Document No.s 714637 and 717477, respectively, are incorporated herein by reference. LAWRENCE C. RAYMOND and CHERYL L. RAYMOND, their successors and assigns shall comply with the terms of this easement agreement and shall perform the Best Management Practices and other requirements identified in the aforementioned cost share agreements. Failure to comply with the terms and conditions contained in said easement agreement, or to perform the Best Management Practices and other requirements identified in the cost share agreements may cause the Department of Natural Resources and the County to seek repayment of funds received by LAWRENCE C. RAYMOND and CHERYL L. RAYMOND through the easement agreement and cost share agreement.

- G. No use of the Premises shall be r which is inconsistent with the terms of the B Management Practices Contract entered into with the CHIPPEWA County Land Conservation Department or that would adversely impact the desired level of pollutant control on the Premises as determined by the Grantee.

Land Management

- A. The LANDOWNERS may request, for the purpose of long-term protection of the easement area, authorization for timber harvest, periodic grazing or other management techniques identified in the applicable Conservation Plan. Authorizations will only be made if, upon a determination by the COUNTY, the proposed use is consistent with the long-term protection of the easement area. The COUNTY shall prescribe the allowable amount, method, timing, intensity and duration of the compatible use(s) in a revised Conservation Plan.
- B. The LANDOWNERS release the COUNTY from any claims of damages that may arise as a result of floods and flash floods on the premises.
- C. The LANDOWNERS shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this easement without the prior written permission of the COUNTY.
- D. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality and habitat for fish and wildlife.
- E. The LANDOWNERS agree to the recording of this easement within 30 days of its full execution at the Office of the Register of Deeds of the COUNTY.
- F. This instrument contains the entire agreement of the parties with respect to the conservation easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the conservation easement. If any term is found to be invalid, the remainder of the terms of this conservation easement and the application of the term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The terms "LANDOWNERS" and "the COUNTY" when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.

Land Ownership/ Transfer of Land Ownership

- A. The LANDOWNERS and their successors and assigns shall pay any real estate taxes or assessments levied by competent authority on the property.
- B. This easement will be referenced in any subsequent deed or other legal instrument by which the LANDOWNERS divest themselves of the property.
- C. The LANDOWNERS shall notify the COUNTY in writing of the name(s) and address(es) of any party to whom the premises is granted, conveyed or otherwise transferred, at or prior to the time said transfer is consummated.
- D. Whenever all or part of the premises 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, the LANDOWNERS and the COUNTY 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.
- E. No provision of this conservation easement should be construed as impairing the ability of the LANDOWNERS to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must NOT be inconsistent with the terms of this conservation easement, and must be subordinate to this easement.

FURTHER, BOTH LANDOWNERS AND THE COUNTY RECOGNIZE that this document cannot address every circumstance that may arise in the life of this easement. The parties agree that any use or activity not reserved to the LANDOWNERS in this agreement, which is inconsistent with the purpose of this easement (*to preserve, enhance, restore and maintain the natural features and ecological value of the premises*) or which materially threatens the purpose of this easement, is prohibited.

THE TERMS HEREOF shall be deemed to run with the land and be binding on all successors and assigns of both the LANDOWNERS and THE COUNTY.

SIGNED AND SEALED BY the LANDOWNERS and any persons joining in and consenting to this conveyance.

Lawrence C. Raymond 2-24-06
(Signature) (Date)

Cheryl L. Raymond Feb 24, 2006
(Signature) (Date)

LAWRENCE C. RAYMOND

(Print Name)

CHERYL L. RAYMOND

(Print Name)

STATE OF WISCONSIN)
) ss
COUNTY of CHIPPEWA)

This instrument was acknowledged before me on the 24th day of February, 2006, by LAWRENCE C. RAYMOND.

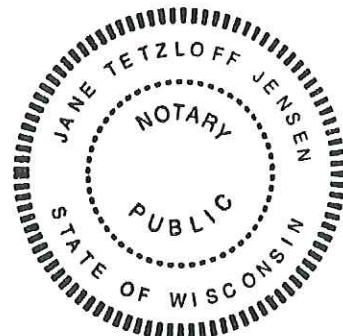
Jane Tetzloff-Jensen (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission (expires) 8-6-2006

My commission is permanent



STATE OF WISCONSIN)

)ss

COUNTY of CHIPPEWA)

DOC# 717543

This instrument was acknowledged before me on the 24th day of February, 2006, by CHERYL L. RAYMOND.

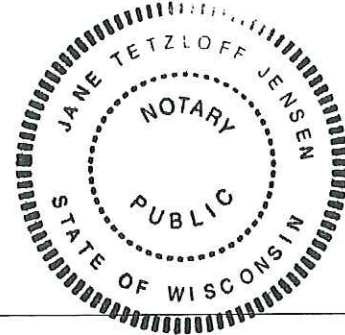
Jane Tetzloff-Jensen (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission (expires) 8-6-2006.

My commission is permanent.



CONSENT TO EASEMENT BY HOLDER OF REAL ESTATE MORTGAGE

Terry Szydel
(Signature of Individual)

AS

V.P.

(Representative Capacity of Institution holding Mortgage)

of PEOPLES STATE BANK being the owner and holder of a certain

REAL ESTATE MORTGAGE

which is recorded at

Document 637734, Dated February 25, 2002, Recorded March 5, 2002

in the COUNTY Register of Deeds Office against said premises, does hereby join in and consent to said conveyance of an easement free of said lien.

STATE OF WISCONSIN)

)ss

COUNTY of Chippewa)

This instrument was acknowledged before me on the 23th day of February, 2006, by Terry Szydel
AS Vice President OF PEOPLES STATE BANK.

Lisa Richardson (sign Notary name)

Lisa Richardson (print Notary name)

Notary Public, State of Wisconsin

My commission (expires) 12-20-09.

My commission is permanent



CONSENT TO EASEMENT BY COUNTY

ACCEPTED this 27th day of FEB, 2006.

By [Signature]

Daniel J. Masterpole, County Conservationist

STATE OF WISCONSIN)

)ss

COUNTY of CHIPPEWA)

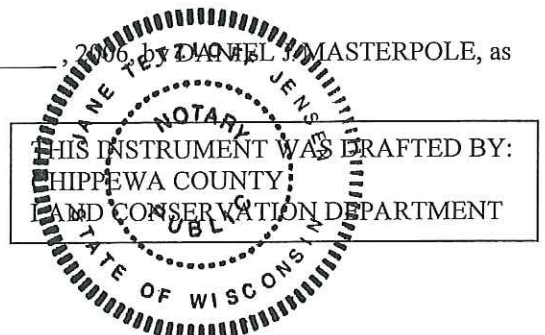
This instrument was acknowledged before me on the 27th day of Feb, 2006, by DANIEL J. MASTERPOLE, as
Chippewa County, County Conservationist.

Jane Tetzloff-Jensen (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission (expires) 8-6-2006.



DOC# 717543

Exhibit A: Land Description for
Wisconsin Conservation Reserve Enhancement Program Easements

Lawrence C. & Cheryl L. Raymond
Chippewa County, Wisconsin

A conservation easement over four parcels of land situated in:

The Southeast ¼ of the Southwest ¼ and the Southwest ¼ of the Southwest ¼ of Section 2; AND the Northeast ¼ of the Northwest ¼ and Northwest ¼ of the Northwest ¼ of Section 11; ALL in Township 30 North Range 08 West, 4th Principal Meridian, Town of Eagle Point, Chippewa County Wisconsin,

As depicted on the drawing attached at Exhibit "A-1", and more particularly described as follows:

Commencing at the Northwest corner of the Southeast ¼ of the Southwest ¼ of Section 2, thence;

South, along the east line of the Southeast ¼ of the Southwest ¼ of Section 2, 59 feet, more or less, to the Point of Beginning (POB) on the south line of the 167th Street R.O.W.,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

Easterly, along the south line of the 167th Street R.O.W and continuing easterly along the south line of the 182nd Ave. R.O.W. 830 feet, more or less, to Angle Point 2,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 5 degrees East, 859 feet, more or less, to Angle Point 3,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 60 degrees West, 225 feet, more or less, to Angle Point 4,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 70 degrees West, 105 feet, more or less, to Angle Point 5,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 62 degrees West, 285 feet, more or less, to Angle Point 6,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 46 degrees West, 311 feet, more or less, to Angle Point 7,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South 84 degrees West, 103 feet, more or less, to Angle Point 8,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North 81 degrees West, 205 feet, more or less, to Angle Point 9,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North 68 degrees West, 164 feet, more or less, to Angle Point 10,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North 20 degrees West, 117 feet, more or less, to Angle Point 11,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North 1 degrees West, 139 feet, more or less, to Angle Point 12,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 10 degrees West, 275 feet, more or less, to Angle Point 13,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 31 degrees West, 120 feet, more or less, to Angle Point 14,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 48 degrees West, 100 feet, more or less, to Angle Point 15,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 75 degrees West, 61 feet, more or less, to Angle Point 16,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

South, 79 degrees West, 71 feet, more or less, to Angle Point 17,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 66 degrees West, 41 feet, more or less, to Angle Point 18,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 42 degrees West, 132 feet, more or less, to Angle Point 19,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

North, 19 degrees West, 94 feet, more or less, to Angle Point 20,

Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground, thence;

Easterly, along the south line of the 167th St. R.O.W., 993 feet, more or less, to the Point of Beginning,

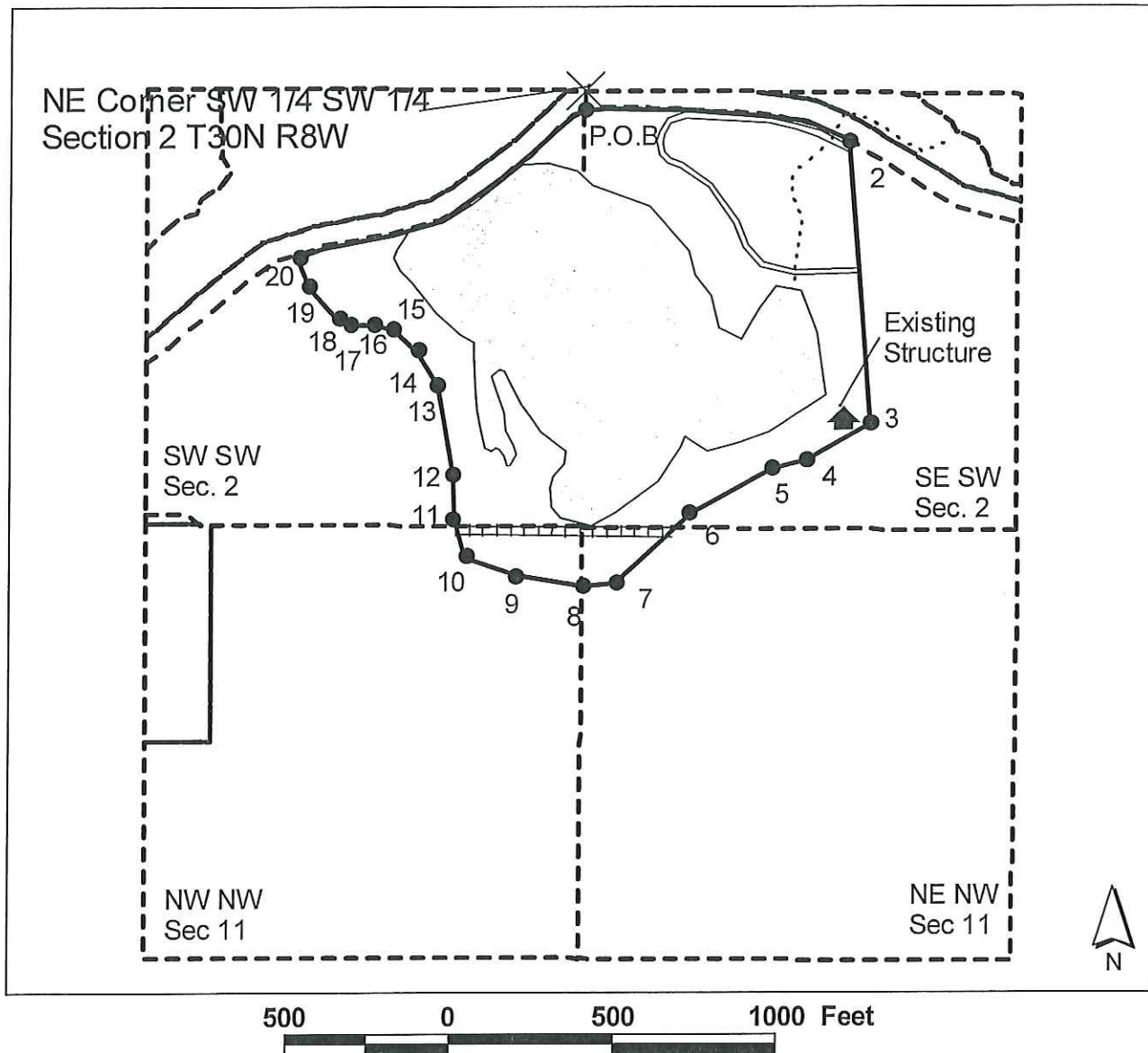
Said point witnessed by a steel fence post set 2 foot in the ground and projecting 4.0 feet above the ground;

Above described land contains approximately 37.4 acres.

(These property descriptions have been prepared by the Chippewa County Land Conservation Department for use in administering the Chippewa County Land & Water Resource Management Plan and do not constitute a survey description or survey plat nor are they intended to be the same).

"The basis of bearing and distance being referenced to monumented section corners as per Chippewa County GIS. Point locations data obtained in field with Ashtec BR2G+ GPS Receiver using real-time differential to achieve accuracy to within one meter."

Exhibit A-1



- Raymond Lake
- Parcel Boundaries
- Existing Field Lane
- Woodland Management Trail
- Intermittent Stream Channel
- Conservation Easement Boundary
- Easement Angle Points

Lawrence & Cheryl Raymond
T30N R8W Sec.s 2 & 11
Chippewa Co. Conservation Easement
Drawn & Described By: Michael E. Dahlby

This property description and drawing have been prepared by the Chippewa County Land Conservation Department for use in administering the County Land & Water Resource Management Plan and do not constitute a survey description or survey plat nor are they intended to be the same.

Angle Point	Latitude	Longitude
P.O.B.	45.107483	-91.322479
2	45.107231	-91.319344
3	45.104881	-91.319077
4	45.104576	-91.319832
5	45.104511	-91.320229
6	45.104145	-91.321205
7	45.103554	-91.322075
8	45.103523	-91.322472
9	45.103611	-91.323257
10	45.103779	-91.323845
11	45.104080	-91.323997
12	45.104462	-91.324005
13	45.105206	-91.324188
14	45.105488	-91.324425
15	45.105671	-91.324715
16	45.105713	-91.324944
17	45.105709	-91.325218
18	45.105755	-91.325363
19	45.106022	-91.325706
20	45.106266	-91.325829
UTM Coordinates		Datum = 1927 NAD

Wednesday, May 03, 2006

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Eagle Point family preserves farm as sanctuary

By **JEFFREY HAGE**
jeff.hage@lee.net

EAGLE POINT --
 Every day is Earth Day for L.C. and Cheryl Raymond.



Why else would they create a permanent wildlife sanctuary on their 320-acre dairy farm?

Keeping it as it is -- L.C. and Cheryl Raymond sit with their grandson, Trevor, above the pothole lake that sits on their 320-acre farm in Eagle Point.

Jeffrey Hage / The Chippewa Herald

By day the couple operates the 320-acre Harvest Lane Farm, milking more than 100 cows and doing all of their own field work.

After a long day's work is finished on the farm, they turn their thoughts to wood ducks, deer, red-winged blackbirds sitting on cattails and their role in preserving their little slice of heaven where nature will be enjoyed for generations to come.

The Raymonds have worked with the Chippewa

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Chippewa Valley Business Report
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Our Community
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The Humane Society
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Chippewa Falls Chamber of Commerce
Chippewa Falls Schools
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Chippewa Co. Econ. Dev.



Contact Us!

The Chippewa Herald
321 Frenette Drive
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Chippewa Falls, WI 54729
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County Land Conservation Department to permanently restrict development on 37 acres of their property, which includes a mature hardwood forest and an 18-acre lake that includes a floating bog.

For Cheryl it was an easy decision. L.C. scratches his head some days and acknowledges that sometimes people think he and his wife are crazy.

"With the high price of gas and the low price of milk, it's getting harder and harder for family farms to stay afloat," L.C. said.

"That's why some folks think we're crazy to give up the money we could have made by selling waterfront lots," he said.

But selling out to developers is the opposite of what the Raymonds had in mind for their property. For Cheryl, establishing a nature conservatory was a dream come true.

Both her father and grandfather were lifelong dairy farmers and encouraged her to love nature since she was a young child.

"I used to bring home horses and goats instead of money when I would babysit," she recalled. "And I have memories of many happy days catching tadpoles in the pond when I was a child," she said.

"Nature — that's part of why we keep farming even though these are trying times," Cheryl said.

"Our grandchildren are another reason. We want something here for them into the future," she said. "It's a great comfort to me knowing there will be something here for our grandchildren and great-grandchildren."

The Raymonds entered into an agreement with Chippewa County that defines the future use of their land through the use of easements. The agreement

Classifieds:**Toll Free: (866) 477-0648****Employment:****Toll Free: (866) 477-0650****Fax:****(715) 723-9644****Search the Web****Go Fetch!**

lists intentions to preserve, enhance, restore and maintain the property's natural features and ecology, said Mike Dahlby of the Chippewa County Land Conservation Department. The easement runs with the land and doesn't change if the property is sold or left to heirs, Dahlby said.

The land is not only important to the Raymonds, but to the many animals that call it home, too.

The 18-acre lake is unique because it contains a bog that floats around the lake basin. The physical features of the lake can change as often as the wind blows, Dahlby said.

The lake is too shallow for fish to survive, averaging about three-feet deep, Dahlby said. But it's home to many other critters and plants, Dahlby said. The lake also plays an important role in the ecology of the region, with its waters flowing into Cornell Lake, then O'Neill Creek, and eventually Lake Wissota and the Chippewa River, he said.

"This is what life is supposed to be like," L.C. said Thursday as he walked along the edge of the lake watching Canadian geese frolic in the waters nearby. "I think all of our efforts are well worth it."

"This is my little spot in the world," Cheryl said. "Maybe this is the one big contribution that I will make to the world in my life."

Chi-Hi picks Strizek as new band director

When Chippewa Falls High School students return to the band room next school year, a familiar face will be directing them.

Eagle Point family preserves farm as sanctuary

EAGLE POINT -- Every day is Earth Day for L.C. and Cheryl Raymond.

Chippewa County
Raymond Lake Watershed Project
TRC-LC21-09000-05
Attachment 8.

5. Summary of Project Challenges

The purpose of the grant application was to secure a permanent conservation easement. NR153.24 outlines the process for securing a conservation easement. The process includes acquiring an appraisal to determine the fair market value. The appraisal process is lengthy and expensive. It is difficult to determine the fair market value before the appraisal and therefore, difficult to determine the appropriate amount to request in the grant.

Recommendation: Modify state rules to allow for the use of CREP equivalency payments.

At this time, the TRM grant does not allow the use of cost share funding for field practices. As a condition of receiving TRM grant funds, landowners should be required to meet state NR151 standards. Most landowners do not meet the nutrient management standard. The Raymond's met the nutrient management standard only with funding supplied by the county.

Recommendation: Secure appropriate funding for TRM grant participants to meet NR151 standards.

Chippewa County
Raymond Lake Watershed Project
TRC-LC21-09000-05
Attachment 9.

6. Additional Information about the Project

Summary of Project Expenses

Easement

Easement Costs	Raymond's			\$33,861
	State	DATCP		\$12,557
	State	TRM		\$27,443
	Federal	CREP		\$3,139

Acquisition

Appraisal	State	TRM		\$2,900
Title Insurance	County			\$175
Recording Fees	County			\$100
Title Search	State	CREP		\$700
Recording Fees	State	CREP		\$48

Implementation

Buffer Installation	Federal	CREP		\$4,900
	State	CREP		\$1,960

NR151 Standards

Nutrient Management	County			\$7,336
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Administrative

Administrative Costs	County			\$4,700
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TOTAL \$99,819

02/16/2007