

Greg Minikel

From: Greg Minikel
Sent: Monday, October 24, 2016 9:37 AM
To: Sonja Birr
Cc: Dan Koski
Subject: FW: signed copies?
Attachments: Coulson Conservation Easement.docx; Dectherage-Veleke Conservation Easement.docx; Metzger Conservation Easement.docx

These conservation easements for the Little Manitowoc River Restoration Project will need to be on the next PI Committee Meeting agenda. Thanks.

From: Jim Kettler [<mailto:jkettler@lakefield.net>]
Sent: Monday, October 24, 2016 5:42 AM
To: Dan Koski; Greg Minikel
Subject: signed copies?

Hi Dan and Greg:

I'm trying to wrap up the easements for the Little Manitowoc.

The construction easements need signatures from the Mayor and Clerk.

Any chance we could get signed copies of the conservation easements early this week?

I've attached the three conservation easements that are final versions. Note that LNRP will pay each landowner \$2,300 for these permanent easements.

Construction easements are to be signed by me and Dan. I'll drop off the five constructions easements tomorrow morning that will have my signature.

Jim Kettler, Executive Director
Lakeshore Natural Resource Partnership

Email: jim@lnrp.org
Cell Phone: 920-304-1919
Office Phone: 920-726-2199
Website: www.lnrp.org

CONSERVATION EASEMENT
Little Manitowoc River Coastal Wetland Restoration Project

THIS GRANT OF A CONSERVATION EASEMENT is made by and between Steve Metzger (hereinafter referred to as the "Grantor"), and the City of Manitowoc (City) (hereinafter referred to as "Grantee"), as a holder of a Conservation Easement.

The Grantors are the owners in fee title of certain real property situated in the City of Manitowoc, as shown on the attached Exhibit A, (hereinafter referred to as the "Conservancy Area");

The Grantors and Grantee both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantors to the Grantee, by the creation of a Conservation Easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area;

The Grantors, do hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

I. PURPOSE OF THE EASEMENT

The purpose of this easement is to ensure that a wetland compensatory mitigation site will not be destroyed or substantially degraded by any owner of or holder of interest in the property on which the Conservancy Area wetland is located.

II. RIGHTS OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this property, consistent with the Exhibit A Plan. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence.
2. The Grantee, its contractors, agents and invitees, shall have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the terms and conditions of this Conservation Easement and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations.
3. The Grantee shall have the right to establish or re-establish vegetation through seedings or plantings.
4. The Grantee shall have the right to manipulate vegetation, topography and hydrology on the Conservancy Area for the purpose of protecting and enhancing wetlands and wetland vegetation in accordance with the Exhibit A Plan.

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Little Manitoowoc River Coastal Wetland Restoration Project

III. COVENANTS OF THE GRANTOR

1. There shall be no commercial or industrial activity undertaken or allowed within the Conservancy Area.
2. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in the Conservancy Area.
3. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except in conjunction with authorized wetland management activities.
4. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste within the Conservancy Area.
5. The hydrology of the Conservancy Area will not be altered in any way except in conjunction with authorized management activities.
6. All agricultural uses are prohibited within the Conservancy Area (e.g. plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area
7. The Grantors are responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.
8. There shall be no operation of motorized vehicles or equipment within the Conservancy Area except in conjunction with activities in conformance with Sections II and III herein.

IV. RESERVED RIGHTS

1. The Grantors and their invitees may fish and use non-motorized watercraft in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.
2. Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Conservation Easement.

V. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. Prior to any assignment being effective, the Grantor must approve the assignment in writing.
2. The Grantors agree to pay any and all real property taxes and assessments levied by competent

CONSERVATION EASEMENT
Little Manistowoc River Coastal Wetland Restoration Project

authority on the Conservancy Area.

3. The Grantors agree that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Grantors agree to notify the Grantee of any such conveyance in writing and by certified mail no later than thirty (30) days before the conveyance.
4. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or private conservation organization for management and enforcement.
5. The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantors and their heirs, successors, personal representatives, executors and assigns, and the Grantee and its successors and assigns.
6. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.
7. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

| | | |
|---------------------|---|---------------|
| Landowner | Steve Metzger | |
| | _____ Signature | _____ Date |
| Organization | <i>City of Manitowoc Justin Nickels, Mayor</i> | |
| | _____ Signature | _____ Date |
| Organization | <i>City of Manitowoc Jennifer Hudon, City Clerk</i> | |
| | _____ Signature | _____ Date |

EXHIBIT A
Conservancy Area

Page 1: Proposed Grading

Page 2: Fill Site

Page 3: Channel Profiles

Page 4: Habitat Structures

CONSERVATION EASEMENT
Little Manistowoc River Coastal Wetland Restoration Project

THIS GRANT OF A CONSERVATION EASEMENT is made by and between Kristin Dectherage-Veleke (hereinafter referred to as the "Grantor"), and the City of Manitowoc (City) (hereinafter referred to as "Grantee"), as a holder of a Conservation Easement.

The Grantors are the owners in fee title of certain real property situated in the City of Manitowoc, as shown on the attached Exhibit A, (hereinafter referred to as the "Conservancy Area");

The Grantors and Grantee both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantors to the Grantee, by the creation of a Conservation Easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area;

The Grantors, do hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

I. PURPOSE OF THE EASEMENT

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II. RIGHTS OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this property, consistent with the Exhibit A Plan. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence.
2. The Grantee, its contractors, agents and invitees, shall have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the terms and conditions of this Conservation Easement and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations.
3. The Grantee shall have the right to establish or re-establish vegetation through seedings or plantings.
4. The Grantee shall have the right to manipulate vegetation, topography and hydrology on the Conservancy Area for the purpose of protecting and enhancing wetlands and wetland vegetation in accordance with the Exhibit A Plan.

CONSERVATION EASEMENT
Little Manitowoc River Coastal Wetland Restoration Project

III. COVENANTS OF THE GRANTOR

1. There shall be no commercial or industrial activity undertaken or allowed within the Conservancy Area.
2. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in the Conservancy Area.
3. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except in conjunction with authorized wetland management activities.
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8. There shall be no operation of motorized vehicles or equipment within the Conservancy Area except in conjunction with activities in conformance with Sections II and III herein.

IV. RESERVED RIGHTS

1. The Grantors and their invitees may fish and use non-motorized watercraft in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.
2. Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Conservation Easement.

V. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. Prior to any assignment being effective, the Grantor must approve the assignment in writing.
2. The Grantors agree to pay any and all real property taxes and assessments levied by competent

CONSERVATION EASEMENT
Little Manitowoc River Coastal Wetland Restoration Project

authority on the Conservancy Area.

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4. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or private conservation organization for management and enforcement.
5. The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantors and their heirs, successors, personal representatives, executors and assigns, and the Grantee and its successors and assigns.
6. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, and the Grantee.
7. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

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|---------------------|---|-------|
| Landowner | Kristin Dectherage-Veleke | |
| | _____ | _____ |
| | Signature | Date |
| Organization | <i>City of Manitowoc</i> <i>Justin Nickels, Mayor</i> | |
| | _____ | _____ |
| | Signature | Date |
| Organization | <i>City of Manitowoc</i> <i>Jennifer Hudon, City Clerk</i> | |
| | _____ | _____ |
| | Signature | Date |

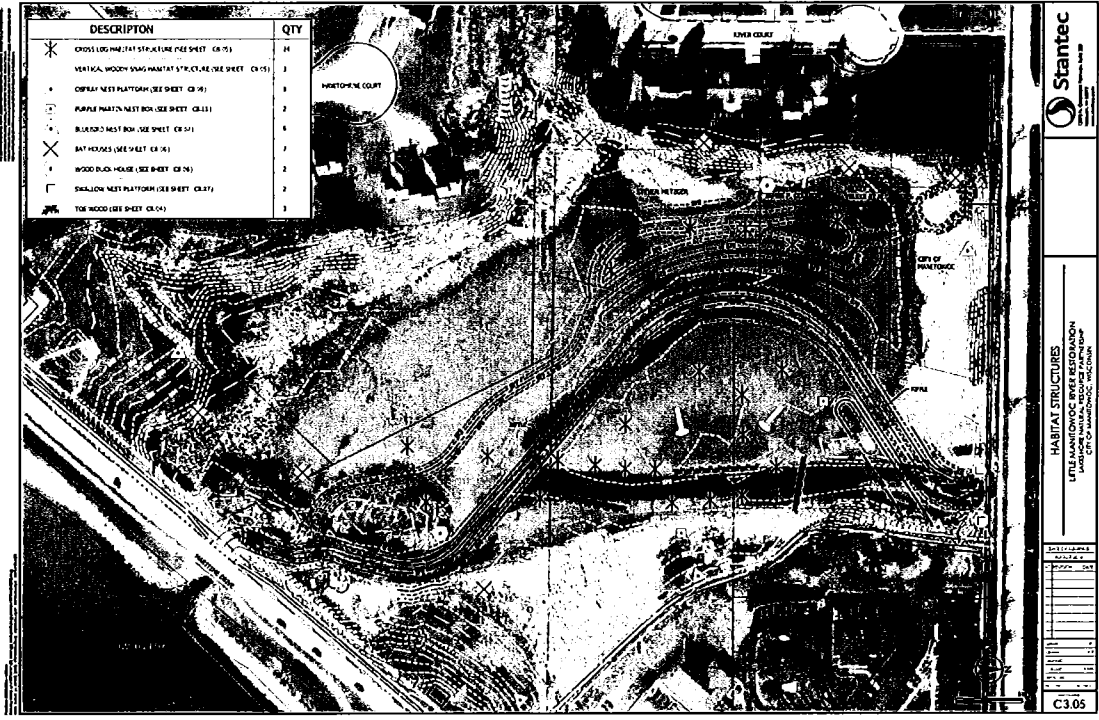
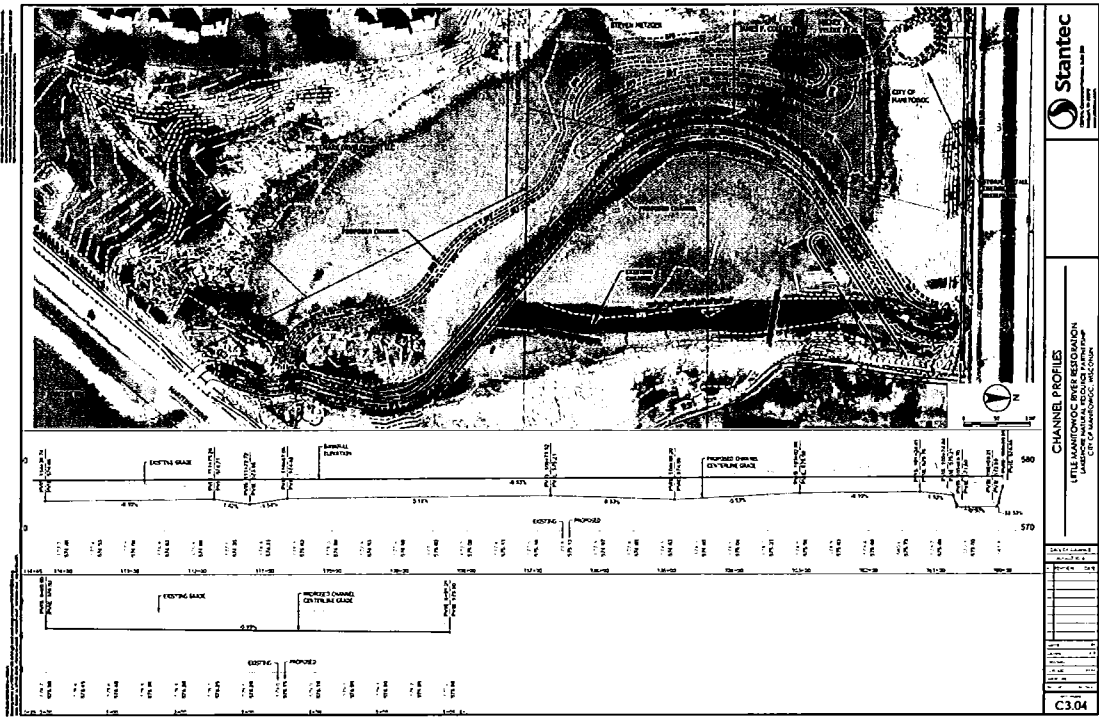
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Page 1: Proposed Grading

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| | | |
|---------------------|---|-------|
| Landowner | James Coulson | |
| | _____ | _____ |
| | Signature | Date |
| Organization | <i>City of Manitowoc</i> <i>Justin Nickels, Mayor</i> | |
| | _____ | _____ |
| | Signature | Date |
| Organization | <i>City of Manitowoc</i> <i>Jennifer Hudon, City Clerk</i> | |
| | _____ | _____ |
| | Signature | Date |

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