

	WETLAND RESTORATION EASEMENT	
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This **WETLAND RESTORATION EASEMENT** (the "**EASEMENT**") is made as of this 11 day of June, 2012 by the **TWIN ISLAND GUN CLUB, Inc.**, a Wisconsin nonstock corporation, (hereinafter the "**CLUB**"), in favor of the **ROCK-KOSHKONONG LAKE DISTRICT**, a Wisconsin municipal corporation, organized pursuant to Chapter 33 of the Wisconsin Statutes (hereinafter the "**DISTRICT**").

Return to: William P. O'Connor 25 W. Main Street Suite 801 Madison, WI 53703
Tax Parcel Nos.:

WITNESSETH:

WHEREAS, the **CLUB** is the sole owner in fee simple of certain riparian property on the shore of Lake Koshkonong described as:

Government lots 6 and 7, located in the West ½ of the Northwest ¼ of section 13, Township 5 N., Range 13 E (Town of Sumner), Jefferson County, Wisconsin

WHEREAS, the Property consists primarily of wetlands on or adjacent to Lake Koshkonong, a navigable waterway, and includes emergent wet meadow and shallow marsh vegetation that provides significant habitat for native plants and animals, including fish and waterfowl; and

WHEREAS, the Property contributes to the water quality and habitat value of the adjacent waters of Lake Koshkonong and its tributary streams; and

WHEREAS, the District has undertaken a cooperative effort with the Wisconsin Department of Natural Resources ("WDNR") and the U.S. Army Corps of Engineers ("USACE") to protect, enhance and restore wetlands appurtenant to Lake Koshkonong through the placement and maintenance of a wetland restoration area adjacent to the existing shoreline adjacent to the Property as described in Exhibit A, hereto, the "Project") pursuant to Sections 30.2025, 281.69(3m) and 700.40 of the Wisconsin Statutes, and Chapters NR 191 and 328, Wis. Adm. Code; and

WHEREAS, the **CLUB** desires and intends to cooperate with the **DISTRICT** by authorizing the placement of the Project.

NOW, THEREFORE, in consideration of the mutual benefits of the project to the parties, the **CLUB** hereby grants and conveys to the **DISTRICT** an easement over the Property of the nature and character and to the extent hereinafter set forth below.

1. **Purpose.** The purpose of this Easement is to provide for the construction and monitoring of the Project as shown on Exhibit A, consistent with the purposes of Section 30.2025, Wis. Stats.
2. **Covenants.** In furtherance of this easement, the **CLUB** agrees that it will not undertake any activity on or use of the Property inconsistent with this Easement or with the WDNR and USACE approval.
3. **Rights of the District.** The **DISTRICT** may undertake the construction of the Project and access the Property to monitor compliance with the terms of this Easement and the WDNR and USACE approvals.
4. **Term.** This Easement shall run with the land in perpetuity.
5. **CLUB's Reserved Rights.** Except as expressly set forth herein, the **CLUB** reserves all rights to use and maintain the property, as owners of the Property, including the right to use or freely transfer the Property subject to this Easement.
6. **Encumbrances.** The **CLUB** hereby warrants and represents that it owns the Property in fee simple and has good right to grant and convey this Easement.
7. **General Provisions:**
 - a. The terms "**CLUB**" as used herein shall be deemed to include, respectively, the signers hereof, and their heirs, successors, personal representatives and assigns.
 - b. The interpretation and performance of this Easement shall be governed by the laws of the State of Wisconsin.
 - c. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement.
 - d. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

TO HAVE AND HOLD the above-described Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the property use, benefit, and behalf of the District.

TWIN ISLAND GUN CLUB, INC.

By: David P. Bienfang
David Bienfang, President / Secy.

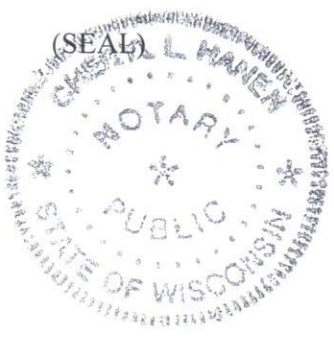
Attest: David P. Bienfang
Secretary

STATE OF WISCONSIN)
) ss
COUNTY OF JEFFERSON)

Personally appeared before me this 8 day of June, 2012, David Bienfang and _____, to me known to be the President and Secretary, respectively, of the Twin Island Gun Club, Inc., who executed this Wetland Restoration Easement and acknowledged that such acceptance is with the authority of the Club.

Cheryl L. Hansen

Notary Public
My commission expires:
6/23/2013



ACCEPTANCE

The Rock-Koshkonong Lake District hereby accepts this Wetland Restoration Easement.

By: [Signature]
Brian Christianson, Chairman

Attest: [Signature]
~~Ed Sandner, Secretary~~
Ray Lunder, Treasurer

STATE OF WISCONSIN)
) ss
COUNTY OF _____)

Personally appeared before me this 11 day of June, 2012, Brian Christianson and Ed Sandner, to me known to be the Chairman and Secretary, respectively, of the Rock-Koshkonong Lake District, who executed this Wetland Restoration Easement Acceptance and acknowledged that such acceptance is with the authority of the Board of Commissioners of the District.

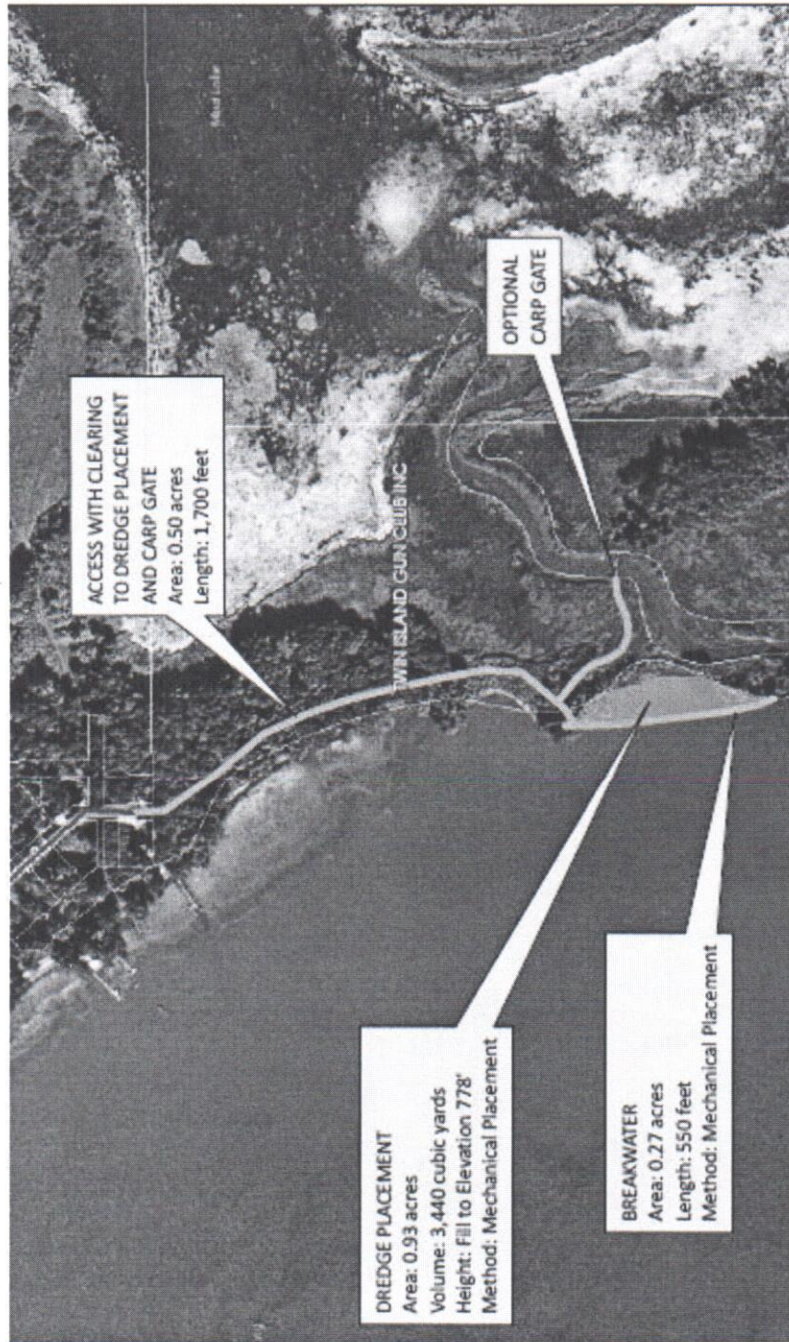
[Signature]
Notary Public
My commission expires:
July 12, 2012



This document was drafted by:
Attorney William Pray O'Connor
Madison, Wisconsin

EXHIBIT A
PROJECT PLAN

EXPERIMENTAL PROJECT
OVERVIEW MAP
Lake Koshkonong Restoration
Jefferson County, WI



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