



**LAND CONSERVATION COMMITTEE
WEDNESDAY MAY 2, 2018 7:15 P.M.
LAND CONSERVATION DEPARTMENT
CONFERENCE ROOM
440 N US HWY 14
JANESVILLE WI**

AGENDA

1. Call Meeting to Order.
2. Approval of Agenda.
3. Approval of Minutes – April 4, 2018.
4. Citizen Participation, Communications, and Announcements.
5. Review Bills Paid.
6. Elect Vice Chair.
7. Set Time and Date of Meeting.
8. Conservation Reserve Enhancement Program – Approve 15 year Agreements.
9. Land and Water Resource Management Program - Approve Cost Share Agreements.
10. Review First Quarter Financials.
11. Erosion Control and Storm Water Management Program – Approve 6 Month Extension Request for:
 - A. Permit ECSW-2017-7, Phase 1 of County MM Reconstruction.
 - B. Permit ECSW-2017-5, Phase 2 of County MM Reconstruction.
12. Groundwater Nitrate Pilot Program:
 - A. Approve Contractor for Observation Well Installation.
 - B. Approve Purchase of Additional Equipment for Monitoring Well Water Retrieval.
13. Purchase of Agricultural Conservation Easements Program
 - A. Approval of Real Estate Appraisal Services Contracts for the Morgan Property and Hargarten Property.
 - B. Update.
14. Adjourn.

Rock County - Production
Budget to Actual Figures

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
626200000 LAND CONSERVATION

Object	Description	Budget	Actual	Encumbrance	Balance
42200	STATE AID	163,347.00	0.00	0.00	163,347.00
44100	FEES	15,000.00	12,720.85	0.00	2,279.15
44120	MISC. FEES	100,000.00	34,275.64	0.00	65,724.36
47400	TRANSFER IN - FUND BALANCE	1,651.00	0.00	0.00	1,651.00
61100	REGULAR WAGES	332,275.00	64,251.13	0.00	268,023.87
61210	OVERTIME WAGES-PRODUCTIVE	350.00	0.00	0.00	350.00
61400	FICA	25,419.00	4,881.39	0.00	20,537.61
61510	RETIREMENT-EMPLOYERS	22,263.00	4,304.85	0.00	17,958.15
61610	HEALTH INSURANCE	84,277.00	23,526.51	0.00	60,750.49
61620	DENTAL INSURANCE	219.00	112.50	0.00	106.50
61630	LIFE INSURANCE	222.00	64.72	0.00	157.28
62210	TELEPHONE	4,060.00	1,208.90	0.00	2,851.10
63100	OFFICE SUPPLIES & EXPENSES	2,200.00	646.85	12.70	1,540.45
63101	POSTAGE	1,500.00	69.45	0.00	1,430.55
63200	PUBLICATIONS/SUBSCRIPTIONS/DUE	2,104.00	2,069.00	0.00	35.00
63300	TRAVEL	10,000.00	1,828.81	0.00	8,171.19
64200	TRAINING EXPENSE	2,000.00	780.00	0.00	1,220.00
64201	CONVENTION EXPENSE	1,200.00	570.00	0.00	630.00
64319	TREE PURCHASE	10,000.00	9,224.55	127.00	648.45
65321	BUILDING/OFFICE LEASE	12,000.00	6,000.00	6,000.00	0.00
67130	TERMINALS AND PC'S	1,250.00	0.00	0.00	1,250.00
68000	COST ALLOCATIONS	(71,942.00)	0.00	0.00	(71,942.00)
	Total Revenue	279,998.00	46,996.49	0.00	233,001.51
	Total Expense	439,397.00	119,538.66	6,139.70	313,718.64
	Net Total (Revenue - Expense)	(159,399.00)	(72,542.17)	(6,139.70)	(80,717.13)

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
626210000 TREE PLANTING

Object	Description	Budget	Actual	Encumbrance	Balance
44100	FEES	1,000.00	0.00	0.00	1,000.00
64316	TREE PLANTING	1,000.00	0.00	0.00	1,000.00
	Total Revenue	1,000.00	0.00	0.00	1,000.00
	Total Expense	1,000.00	0.00	0.00	1,000.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
6262250000 WILDLIFE DAMAGE/ASSMTS.

Object	Description	Budget	Actual	Encumbrance	Balance
42200	STATE AID	7,500.00	0.00	0.00	7,500.00
62119	OTHER CONTRACTED SERVICES	5,500.00	0.00	0.00	5,500.00
63110	ADMINISTRATION EXPENSE	2,000.00	0.00	0.00	2,000.00
	Total Revenue	7,500.00	0.00	0.00	7,500.00
	Total Expense	7,500.00	0.00	0.00	7,500.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
6262650000 GROUNDWATER NITRATE PROJECT

Object	Description	Budget	Actual	Encumbrance	Balance
46400	FUNDS FORWARDED FROM PRIOR	120,000.00	0.00	0.00	120,000.00
62119	OTHER CONTRACTED SERVICES	25,000.00	0.00	0.00	25,000.00
64928	COST SHARING	80,000.00	0.00	0.00	80,000.00
65109	OTHER INSURANCE	15,000.00	0.00	0.00	15,000.00
	Total Revenue	120,000.00	0.00	0.00	120,000.00
	Total Expense	120,000.00	0.00	0.00	120,000.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
626280000 LWC PLAN IMPLEMENTATION GRANT

Object	Description	Budget	Actual	Encumbrance	Balance
42200	STATE AID	150,000.00	0.00	0.00	150,000.00
64928	COST SHARING	150,000.00	0.00	0.00	150,000.00
	Total Revenue	150,000.00	0.00	0.00	150,000.00
	Total Expense	150,000.00	0.00	0.00	150,000.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
626300000 HOUSEHOLD CLEAN SWEEP

Object	Description	Budget	Actual	Encumbrance	Balance
42200	STATE AID	9,000.00	0.00	0.00	9,000.00
46000	CONTRIBUTIONS	5,000.00	1,000.00	0.00	4,000.00
47400	TRANSFER IN - FUND BALANCE	25,309.00	0.00	0.00	25,309.00
62119	OTHER CONTRACTED SERVICES	20,000.00	0.00	0.00	20,000.00
63110	ADMINISTRATION EXPENSE	17,709.00	0.00	0.00	17,709.00
64918	MARKETING/PROMOTION	1,600.00	0.00	0.00	1,600.00
	Total Revenue	39,309.00	1,000.00	0.00	38,309.00
	Total Expense	39,309.00	0.00	0.00	39,309.00
	Net Total (Revenue - Expense)	0.00	1,000.00	0.00	(1,000.00)

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
6263110000 YAHARA WINS

Object	Description	Budget	Actual	Encumbrance	Balance
46002	OTHER GRANTS AND CONTRACTS	93,750.00	0.00	0.00	93,750.00
46400	FUNDS FORWARDED FROM PRIOR	30,375.00	0.00	0.00	30,375.00
63110	ADMINISTRATION EXPENSE	19,500.00	0.00	0.00	19,500.00
64928	COST SHARING	104,625.00	0.00	0.00	104,625.00
	Total Revenue	124,125.00	0.00	0.00	124,125.00
	Total Expense	124,125.00	0.00	0.00	124,125.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
626340000 GYPSY MOTH SUPPRESSION

Object	Description	Budget	Actual	Encumbrance	Balance
42100	FEDERAL AID	2,000.00	0.00	0.00	2,000.00
44100	FEES	2,000.00	0.00	0.00	2,000.00
46400	FUNDS FORWARDED FROM PRIOR	1,000.00	0.00	0.00	1,000.00
62119	OTHER CONTRACTED SERVICES	2,000.00	0.00	0.00	2,000.00
63110	ADMINISTRATION EXPENSE	3,000.00	0.00	0.00	3,000.00
	Total Revenue	5,000.00	0.00	0.00	5,000.00
	Total Expense	5,000.00	0.00	0.00	5,000.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00

**Rock County - Production
Budget to Actual Figures**

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
6263500000 PDR/PACE

Object	Description	Budget	Actual	Encumbrance	Balance
41500	COUNTY SALES TAX	200,000.00	0.00	0.00	200,000.00
42100	FEDERAL AID	200,000.00	0.00	0.00	200,000.00
61400	FICA	0.00	13.34	0.00	(13.34)
62101	APPRAISAL FEES	7,000.00	0.00	0.00	7,000.00
63100	OFFICE SUPPLIES & EXPENSES	0.00	30.00	0.00	(30.00)
63110	ADMINISTRATION EXPENSE	42,500.00	208.89	0.00	42,291.11
65109	OTHER INSURANCE	1,300.00	1,298.00	0.00	2.00
67161	CAPITAL ASSETS \$5,000/MORE	349,200.00	394,800.00	0.00	(45,600.00)
	Total Revenue	400,000.00	0.00	0.00	400,000.00
	Total Expense	400,000.00	396,350.23	0.00	3,649.77
	Net Total (Revenue - Expense)	0.00	(396,350.23)	0.00	396,350.23

Rock County - Production
Budget to Actual Figures

Fiscal Year: 2018

As of: 03/31/2018

Budget: RV

Org Key Title
6263510000 COUNTY CAMPUS RESTORATION

Object	Description	Budget	Actual	Encumbrance	Balance
47400	TRANSFER IN - FUND BALANCE	2,500.00	0.00	0.00	2,500.00
62119	OTHER CONTRACTED SERVICES	2,500.00	0.00	0.00	2,500.00
	Total Revenue	2,500.00	0.00	0.00	2,500.00
	Total Expense	2,500.00	0.00	0.00	2,500.00
	Net Total (Revenue - Expense)	0.00	0.00	0.00	0.00
	Grand Total Revenue	1,129,432.00	47,996.49	0.00	1,081,435.51
	Grand Total Expense	1,288,831.00	515,888.89	6,139.70	766,802.41
	Grand Totals (Revenue-Expense)	(159,399.00)	(467,892.40)	(6,139.70)	314,633.10

April 4, 2018 Land Conservation Committee Meeting

Land and Water Resource Management Program Cost Share Agreements for Consideration:

C/S Agreement #	NAME (OW: Owner) (CSR: Cost Share Recipient)	Practice	Acres/ ea.	C/S amount	Township/Sec
LR-012.18	LEONEL & CECILIA SALCIDO	Well Abandonment	EA	\$500.00	Newark 26
LR-013.18	DAN FENRICH	Waterway System	Ac	\$4,045.83	Center 23
LR-014.18	RUTH INMAN TRSUT	Waterway System Terraces	Ac Lin Ft	\$9,738.75	Bradford 22
LR-015.18	REILLY FARMS LLC	Livestock Fencing	LIN FT	\$4,475.50	Center 14
LR-016.18	JAMES & EUNICE VELDHOFF TRUST	Waterway System	Ac	\$1,619.10	Bradford 34
LR-017.18	LLOYD EDGE/ROBERT MCCONEELL	Nut. Mgt.	Ac	\$8,520.00	Clinton 26/27
	TOTAL BOND			\$20,379.18	
	TOTAL SEG			\$8,520.00	

Please note additional c/s agreements may be presented to the LCC at the meeting.

Conservation Reserve Enhancement Program 15 Year Agreements

Owner Name	Practice	Acres	Incentive Amount	Township/Sec
BJOIN REATLY LLC	CP-21 (Buffer Strip)	1.39	\$396.05	Plymouth 1
JONATHON BJOIN	CP-21 (Buffer Strip)	0.49	\$139.61	Plymouth 1
ARNOLD FARMS, LLC	CP-21 (Buffer Strip)	10.1	\$2,537.86	Union 34

Please note additional CREP 15 year agreements may be presented to the LCC at the meeting.



Rock County Land Conservation Department
440 N. U.S. Highway 14
Janesville, WI 53546
Phone: (608) 754-6617 (Ext: 3)

Web: www.co.rock.wi.us

**REAL ESTATE APPRAISAL SERVICES CONTRACT:
PURCHASE AGRICULTURAL CONSERVATION EASEMENT (PACE) PROGRAM**

HARGARTEN PROPERTY (APPLICATION 2017-08-31.01)

Article 1. GENERAL AGREEMENT. This Contract is made and entered into as of the date on which this Contract is mutually signed ("**Effective Date**"), by and between the County of Rock ("**County**") and Precision Appraisal and Real Estate Consultants, LLC c/o Gatlin Fenwick, CGA (Wisconsin Certified General Appraiser #1363-10), an appraiser certified in the State of Wisconsin ("**Appraiser**"). The County and Appraiser are hereinafter collectively referred to as the "**Parties.**"

In consideration of the mutual covenants and agreements herein set forth and immediately upon the Effective Date, the Appraiser shall appraise the fair market value of an Agricultural Conservation Easement ("**Easement**") **on the following property:**

Approximately one hundred (100) acres of real property located in part of Section 2, Township 2N, Range 13E, LaPrairie Township, Tax Parcel Number 6-10-9.1, Rock County, State of Wisconsin.

Landowners: Lawrence and Sharon Hargarten, 4904 S state Road 140 Clinton WI 53525.
Phone: (Sharon) 608. 728.4163.

This Contract, together with the specifications entitled "Agricultural Conservation Easement Component Specifications for Appraisals of Real Property for the ACEP – Agricultural Land Easement Component and Scope of Work" incorporated by reference as Exhibit C, shall constitute the entire Contract and previous communications or contracts pertaining to this Contract are hereby superseded. These specifications are necessary to ensure that the Appraisal Report is consistent with any and all standards for appraisals associated with federal easement program funding.

Article 2. DELIVERABLES. The Appraiser shall provide a narrative style appraisal ("**Appraisal Report**"), appraising the fair market value of each Easement. The Appraisal Report shall be performed, prepared, and submitted in accordance with the specifications incorporated by reference as Exhibit C herein and the most recent edition of the Uniform Standards of Professional Appraisal Practice (collectively "**Guidelines**"). Three (3) copies of the Appraisal Report shall be submitted to the County.

Article 3. DELIVERY PROCESS. The Appraiser shall personally inspect the Property, conduct an independent search for sales and inspect each sale used in the Appraisal Report. The Appraiser shall employ all appropriate approaches to value. The Landowner, or his/her designated representative, shall be contacted and given the opportunity to accompany the Appraiser during an inspection of the Property.

The Appraiser shall complete the appraisal and submit the Appraisal Report (3 copies) to the County on or before May 1, 2018, time being of the essence. If the Appraisal Reports are not delivered within ten (10) calendar days from the aforementioned date, the County reserves the right to cancel this Contract per Article 5 herein, in which event the County shall not be liable for payment per Article 4 herein.

The County may after receipt of the Appraisal Report require correction of errors and oversights, or request that additional information or documentation be submitted by the Appraiser to further support the Appraisal, all without cost to the County. The Appraiser agrees to fully answer any such request within ten (10) calendar days from the date of such request. Appraisal must also be deemed acceptable through a third-party appraisal review process, as required by federal policy for appraisals associated with applications for federal easement program funding and as addressed in the Guidelines. This review process is beyond the control of the County and may take several months to complete. The Appraiser agrees to fully cooperate with this review process and provide subsequent necessary revisions to the appraisals as determined by the review appraiser, all without cost to the County.

Article 4. PAYMENT. The County shall pay the Appraiser Three Thousand Five Hundred and 00/100 dollars (\$3,500.00) in as compensation for services rendered, to include the Appraisal Report (3 copies) acceptable to the County and in accordance with the specifications of this contract. Compensation totaling 75% of the contract amount (two thousand six hundred and thirty dollars, \$2,630) may be requested by the Appraiser after the deliverables are provided to the County per Article 2 and Article 3 herein. The Appraiser shall not be entitled to full compensation until the Appraisal Report has been accepted by the County as being in compliance with the terms and conditions of this Contract and the appraisal is deemed accepted by a review appraiser contracted by the County or another party with interest in the potential Easement.

The Appraiser and County certify that no promise of or payment of any money or any form of consideration has been offered to or given to any County employee for the purpose of procuring this Contract. The Appraiser further certifies that the Appraiser has not participated in any collusion or otherwise taken any action in restraint of free competition in connection with this Contract.

Article 5. CONTRACT TRANSFER/ASSIGNMENT, AMENDMENT AND CANCELLATION. The Appraiser shall not transfer, assign, or sub-contract this Contract without the prior written approval of the County.

Any revisions to this Contract, including cost adjustments and time extensions, must be made by a written amendment to this Contract or other written documentation, signed by the Parties at least thirty (30) calendar days prior to the ending date of this Contract, which shall be the date payment is delivered to the Appraiser.

No fees or charges other than those identified in Article 4 herein shall be allowed except by written consent of the County. By written notice, the County may request changes in the Appraisal or in the scope or character of the work to be performed and, for minor additions, will pay the Appraiser at an agreed rate. Where the County determines that the changes involved are major, the County may take either of the following courses of action:

- (1) Cancel this Contract as provided herein;
- (2) Request renegotiation of this Contract, by written notice, to make provision for the necessary changes;

The County reserves the right to cancel this Contract by written notice to the Appraiser in the event the County determines that the Appraisal becomes unnecessary, or if the County determines that the Appraiser is not complying with the terms and conditions of this Contract, or if the progress or quality of work is unsatisfactory to the County, or for any reason which adversely reflects upon the credibility of the Appraiser or the integrity of the County. The County may pay for those services rendered to the date notice is received, except no payment shall be made where the cancellation is the result of unethical practices or violation of the terms of this Contract by the Appraiser. All materials, information and data pertaining to these Appraisals in the possession of the Appraiser at the date of cancellation is the property of the County and shall be forwarded promptly upon request.

Article 6. APPRAISER WARRANTIES. The Appraiser warrants that he/she has no direct or indirect, present or future personal interest in the Easement Areas covered by this Contract and shall not benefit from any conveyance of the Easement Areas appraised.

The Appraiser understands and agrees that his/her independent estimate of value is sought. The County may authorize the Appraiser to share specific appraisal data on appraisal assignments. The Appraiser agrees not to discuss or convey

information used in connection with these Appraisals to any person or entity except the landowner when necessary to gain entry for an inspection. These Appraisals are strictly confidential, with the exception that the Appraiser agrees that until three (3) years after final payment under this Contract, any duly authorized representative of the County shall have access to and the right to examine any relevant books, documents, papers and records of the Appraiser involving this Contract.

The Appraiser warrants that he/she has not employed or retained any company or person, other than an employee working solely for the Appraiser, to solicit or secure this Contract and that he/she has not paid or agreed to pay any company or persons, other than an employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this Contract. For breach or violation of this warranty, the County shall have the right to immediately cancel this Contract without liability.

In connection with the performance of work under this Contract, the Appraiser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Sec. 51.01(5) Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article 7. GENERAL PROVISIONS. The Appraiser agrees to indemnify and save the County, its officers, agents and employees harmless against and from any and all claims, causes of action, damages, accidents, injuries, costs, expenses, demands, suits and liability arising from any action in connection with this Contract, or from any breach or default by the Appraiser with respect to the performance of the Contract, or from any negligence on the part of the Appraiser, its agents, representatives, employees, and contractors.

The Appraiser is an independent contractor and not an employee of the County. The County agrees that the Appraiser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein. The County takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Appraiser, or the Appraiser's employees or agents. The County further agrees that it will exercise no control over the selection and dismissal or of the Appraiser's employees or agents.

The following individual(s) shall serve as the County contact for this Contract, as follows.

Tom Sweeney, County Conservationist
Rock County Land Conservation
440 N. U.S. Highway 14
Janesville, WI 53546
Phone: 608.754.6617 (Ext: 4755)

The Appraiser may contact the aforementioned individual for any additional information necessary to deliver the services identified in this Contract. The Appraiser shall also serve as a contact for this Contract, as follows:

Precision Appraisal & Real Estate Consultants, LLC
C/o Gatlin Fenwick, CGA
148 E Main St, Suite C
Reedsburg, WI 53959
Phone: 608-768-2665
Fax: 608-768-2666

IN WITNESS WHEREOF, the Parties have executed this Contract as of latest date on which this Contract is signed by the Parties as set forth below.

APPRAISER	COUNTY OF ROCK
<hr/> <p>Gatlin Fenwick, CGA Wisconsin General Certified Appraiser #(1363-10)</p> <p>DATED this ____ day of _____, 2017</p>	<hr/> <p>Richard Bostwick Chair, Rock County Land Conservation Committee</p> <p>DATED this ____ day of _____, 2017</p>

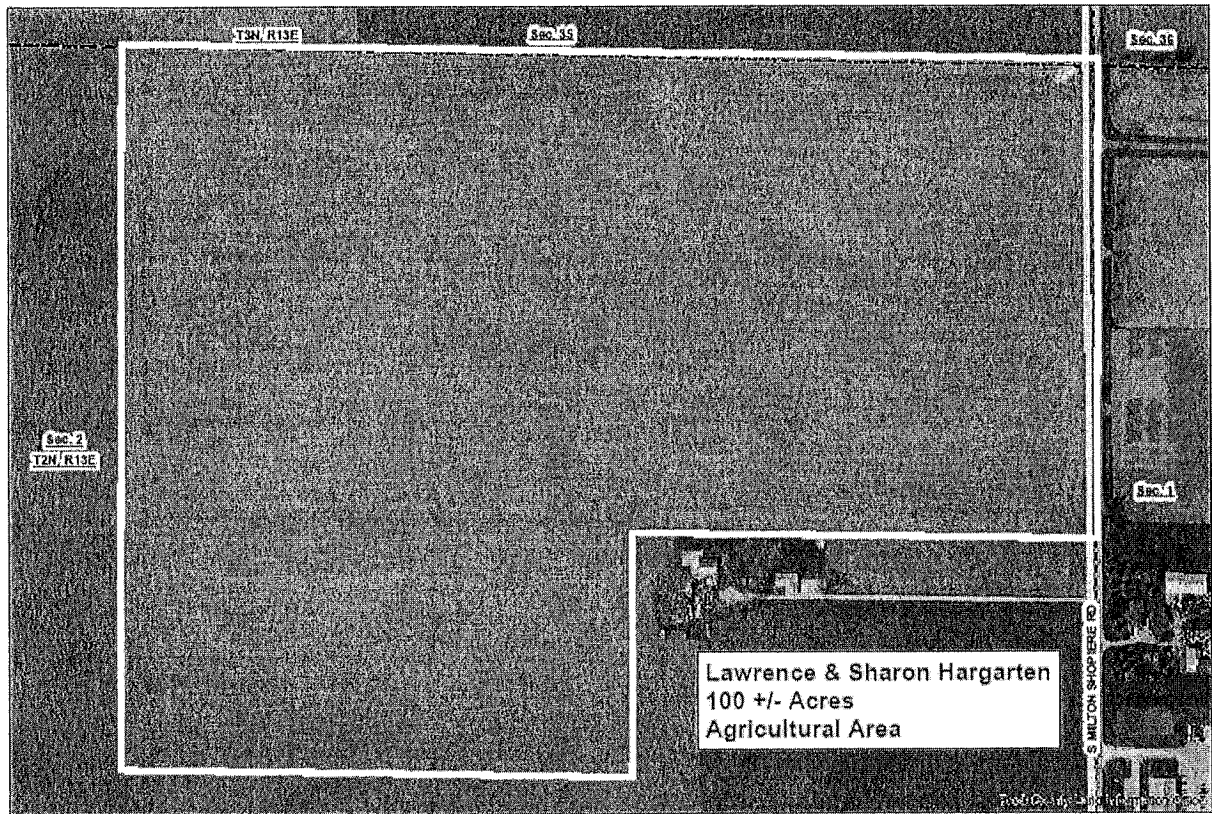
**EXHIBIT A:
EASEMENT AREA: LEGAL DESCRIPTION**

Sec 2; T 2 N; R 13 E; Town of La Prairie

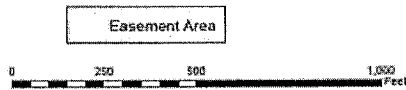
**PT NE1/4 COM NE COR, S 1298', W 1265', S 665',
W 1383.39', N 1963', E 2646.80' TO POB**

RESERVE E 33' FOR RD

Exhibit B: Easement Area Map (Not to scale within this document)



The easement boundary is based on Rock County Tax Parcel data. No land survey was completed. Spring 2016 Air Photo



**Exhibit C:
Appraisal Specifications**

**SEE ATTACHED SEPARATE DOCUMENT ENTITLED:
“Agricultural Conservation Easement Component Specifications for
Appraisals of Real Property for the ACEP – Agricultural Land
Easement Component and Scope of Work”**



Rock County Land Conservation Department
 440 N. U.S. Highway 14
 Janesville, WI 53546
 Phone: (608) 754-6617 (Ext: 3)
 Web: www.co.rock.wi.us

**REAL ESTATE APPRAISAL SERVICES CONTRACT:
 PURCHASE AGRICULTURAL CONSERVATION EASEMENT (PACE) PROGRAM
 MORGAN PROPERTY (APPLICATION 2017-10-10.03)**

Article 1. GENERAL AGREEMENT. This Contract is made and entered into as of the date on which this Contract is mutually signed ("**Effective Date**"), by and between the County of Rock ("**County**") and Precision Appraisal and Real Estate Consultants, LLC c/o Gatlin Fenwick, CGA (Wisconsin Certified General Appraiser #1363-10), an appraiser certified in the State of Wisconsin ("**Appraiser**"). The County and Appraiser are hereinafter collectively referred to as the "**Parties.**"

In consideration of the mutual covenants and agreements herein set forth and immediately upon the Effective Date, the Appraiser shall appraise the fair market value of an Agricultural Conservation Easement ("**Easement**") **on the following property:**

Approximately forty (40) acres of real property located in part of Section 4, Township 4N, Range 11E, Porter Township, Tax Parcel Number 6-16-9.5, Rock County, State of Wisconsin. **Landowner:** Donna Morgan, 4459 Rockingham Dr., Janesville WI 53546. Phone: (608) 757-1994

Additional details for the subject property are included in Exhibit A and B, including the areas of the parcel which will not be subject to the Easement (to be officially surveyed in the future)

This Contract, together with the specifications entitled "Agricultural Conservation Easement Component Specifications for Appraisals of Real Property for the ACEP – Agricultural Land Easement Component and Scope of Work" incorporated by reference as Exhibit C, shall constitute the entire Contract and previous communications or contracts pertaining to this Contract are hereby superseded. These specifications are necessary to ensure that the Appraisal Report is consistent with any and all standards for appraisals associated with federal easement program funding.

Article 2. DELIVERABLES. The Appraiser shall provide a narrative style appraisal ("**Appraisal Report**"), appraising the fair market value of each Easement. The Appraisal Report shall be performed, prepared, and submitted in accordance with the specifications incorporated by reference as Exhibit C herein and the most recent edition of the Uniform Standards of Professional Appraisal Practice (collectively "**Guidelines**"). Two (2) copies of the Appraisal Report shall be submitted to the County.

Article 3. DELIVERY PROCESS. The Appraiser shall personally inspect the Property, conduct an independent search for sales and inspect each sale used in the Appraisal Report. The Appraiser shall employ all appropriate approaches to value. The Landowner, or his/her designated representative, shall be contacted and given the opportunity to accompany the Appraiser during an inspection of the Property.

The Appraiser shall complete the appraisal and submit the Appraisal Report (2 copies) to the County on or before May 1, 2018, time being of the essence. If the Appraisal Reports are not delivered within ten (10) calendar days from the aforementioned date, the County reserves the right to cancel this Contract per Article 5 herein, in which event the County shall not be liable for payment per Article 4 herein.

The County may after receipt of the Appraisal Report require correction of errors and oversights, or request that additional information or documentation be submitted by the Appraiser to further support the Appraisal, all without cost to the County. The Appraiser agrees to fully answer any such request within ten (10) calendar days from the date of such request. Appraisal must also be deemed acceptable through a third-party appraisal review process, as required by federal policy for appraisals associated with applications for federal easement program funding and as addressed in the Guidelines. This review process is beyond the control of the County and may take several months to complete. The Appraiser agrees to fully cooperate with this review process and provide subsequent necessary revisions to the appraisals as determined by the review appraiser, all without cost to the County.

Article 4. PAYMENT. The County shall pay the Appraiser three thousand five hundred and 00/100 dollars (\$3,500.00) in as compensation for services rendered, to include the Appraisal Report (2 copies for each property) acceptable to the County and in accordance with the specifications of this contract. Compensation totaling 75% of the contract amount (two thousand six hundred thirty and 00/100 dollars, \$2,630.00) may be requested by the Appraiser after deliverables are provided to the County per Article 2 and Article 3 herein. The Appraiser shall not be entitled to full compensation until the Appraisal Report has been accepted by the County as being in compliance with the terms and conditions of this Contract and the appraisal is deemed accepted by a review appraiser contracted by the County or another party with interest in the potential Easement.

The Appraiser and County certify that no promise of or payment of any money or any form of consideration has been offered to or given to any County employee for the purpose of procuring this Contract. The Appraiser further certifies that the Appraiser has not participated in any collusion or otherwise taken any action in restraint of free competition in connection with this Contract.

Article 5. CONTRACT TRANSFER/ASSIGNMENT, AMENDMENT AND CANCELLATION. The Appraiser shall not transfer, assign, or sub-contract this Contract without the prior written approval of the County.

Any revisions to this Contract, including cost adjustments and time extensions, must be made by a written amendment to this Contract or other written documentation, signed by the Parties at least thirty (30) calendar days prior to the ending date of this Contract, which shall be the date payment is delivered to the Appraiser.

No fees or charges other than those identified in Article 4 herein shall be allowed except by written consent of the County. By written notice, the County may request changes in the Appraisal or in the scope or character of the work to be performed and, for minor additions, will pay the Appraiser at an agreed rate. Where the County determines that the changes involved are major, the County may take either of the following courses of action:

- (1) Cancel this Contract as provided herein;
- (2) Request renegotiation of this Contract, by written notice, to make provision for the necessary changes;

The County reserves the right to cancel this Contract by written notice to the Appraiser in the event the County determines that the Appraisal becomes unnecessary, or if the County determines that the Appraiser is not complying with the terms and conditions of this Contract, or if the progress or quality of work is unsatisfactory to the County, or for any reason which adversely reflects upon the credibility of the Appraiser or the integrity of the County. The County may pay for those services rendered to the date notice is received, except no payment shall be made where the cancellation is the result of unethical practices or violation of the terms of this Contract by the Appraiser. All materials, information and data pertaining to these Appraisals in the possession of the Appraiser at the date of cancellation is the property of the County and shall be forwarded promptly upon request.

Article 6. APPRAISER WARRANTIES. The Appraiser warrants that he/she has no direct or indirect, present or future personal interest in the Easement Areas covered by this Contract and shall not benefit from any conveyance of the Easement Areas appraised.

The Appraiser understands and agrees that his/her independent estimate of value is sought. The County may authorize the Appraiser to share specific appraisal data on appraisal assignments. The Appraiser agrees not to discuss or convey

information used in connection with these Appraisals to any person or entity except the landowner when necessary to gain entry for an inspection. These Appraisals are strictly confidential, with the exception that the Appraiser agrees that until three (3) years after final payment under this Contract, any duly authorized representative of the County shall have access to and the right to examine any relevant books, documents, papers and records of the Appraiser involving this Contract.

The Appraiser warrants that he/she has not employed or retained any company or person, other than an employee working solely for the Appraiser, to solicit or secure this Contract and that he/she has not paid or agreed to pay any company or persons, other than an employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this Contract. For breach or violation of this warranty, the County shall have the right to immediately cancel this Contract without liability.

In connection with the performance of work under this Contract, the Appraiser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Sec. 51.01(5) Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Appraiser agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article 7. GENERAL PROVISIONS. The Appraiser agrees to indemnify and save the County, its officers, agents and employees harmless against and from any and all claims, causes of action, damages, accidents, injuries, costs, expenses, demands, suits and liability arising from any action in connection with this Contract, or from any breach or default by the Appraiser with respect to the performance of the Contract, or from any negligence on the part of the Appraiser, its agents, representatives, employees, and contractors.

The Appraiser is an independent contractor and not an employee of the County. The County agrees that the Appraiser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein. The County takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Appraiser, or the Appraiser's employees or agents. The County further agrees that it will exercise no control over the selection and dismissal or of the Appraiser's employees or agents.

The following individual(s) shall serve as the County contact for this Contract, as follows.

Tom Sweeney, County Conservationist
Rock County Land Conservation
440 N. U.S. Highway 14
Janesville, WI 53546
Phone: 608.754.6617 (Ext: 4755)

The Appraiser may contact the aforementioned individual for any additional information necessary to deliver the services identified in this Contract. The Appraiser shall also serve as a contact for this Contract, as follows:

Precision Appraisal & Real Estate Consultants, LLC
C/o Gatlin Fenwick, CGA
148 E Main St, Suite C
Reedsburg, WI 53959
Phone: 608-768-2665

IN WITNESS WHEREOF, the Parties have executed this Contract as of latest date on which this Contract is signed by the Parties as set forth below.

APPRAISER	COUNTY OF ROCK
<hr/> <p style="text-align: center;">Gatlin Fenwick, CGA Wisconsin General Certified Appraiser #(1363-10)</p> <p>DATED this ____ day of _____, 2018</p>	<hr/> <p style="text-align: center;">Richard Bostwick Chair, Rock County Land Conservation Committee</p> <p>DATED this ____ day of _____, 2018</p>

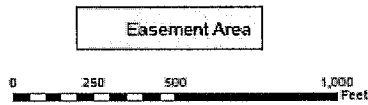
**EXHIBIT A:
EASEMENT AREA: LEGAL DESCRIPTION**

E ½, W ½, SE ¼, Sec 2, T-4-N, R-11-E, Town of Porter, Rock County

**Exhibit B:
Easement Area Map
(Not to scale within this document)**



The easement boundary is based on Rock County Tax Parcel data. No land survey was completed. Spring 2016 Air Photo



**Exhibit C:
Appraisal Specifications**

**SEE ATTACHED SEPARATE DOCUMENT ENTITLED:
“Agricultural Conservation Easement Component Specifications for
Appraisals of Real Property for the ACEP – Agricultural Land
Easement Component and Scope of Work”**