

GENEVA LAKE CONSERVANCY

BOARD OF DIRECTOR'S MEETING AGENDA

October 26, 2024, 9 a.m.

Barrett Memorial Library, Williams Bay

<https://us06web.zoom.us/j/89598219340?pwd=rYE36Cigryj5Bs91EvRAR7hfeMaosx.1>

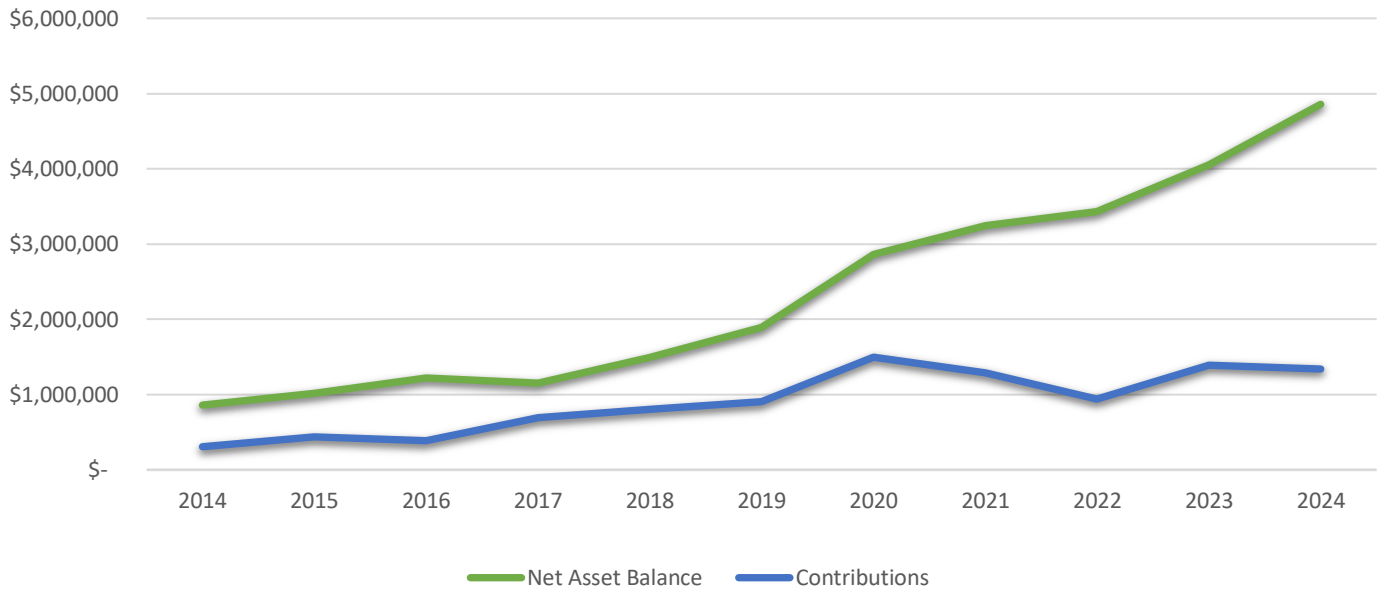
- I. WELCOME (Don Parker)
- II. Introduction of New Board Members: Kevin Goggin, Jeff Olson
- III. Board Education – Climate Change Projections for Walworth County (Karen Yancey)
- IV. MINUTES FOR APPROVAL
  - 7/13/24 Board meeting
  - 9/23/24 Special Board meeting
  - 10/10/24 Executive Committee meeting
  
- MINUTES FOR ACCEPTANCE
  - 7/23/24 Land Protection Committee meeting
  - 8/13/24 Fundraising Committee meeting
  - 8/19/24 Land Protection Committee meeting
  - 9/10/24 Fundraising Committee meeting
  - 9/23/24 Land Protection Committee meeting
  - 9/24/24 Community Outreach meeting
  - 10/8/24 Land Protection Committee meeting
  - 10/14/24 Land Management Committee meeting
  - 10/15/24 Fundraising Committee meeting
  - 10/15/24 Community Outreach meeting
  - 10/21/24 Fundraising Committee meeting
  - 10/21/24 Land Protection Committee meeting
  - 10/22/24 Finance Committee meeting
  
- V. GOVERNANCE COMMITTEE (Steve Diamond)
  - A. New Board Member Orientation
  - B. Parental Leave/Family Leave policy
  - C. Other Business
- VI. FINANCE COMMITTEE (Nina Owens)
  - A. Third Quarter Financial Reports – Motion Needed
  - B. Holly Ball Paddle Raise
  - C. Investment Committee meeting date
  - D. Other Issues
- VII. LAND PROTECTION COMMITTEE (Kevin Brunner)
  - A. Ashburton Easement (Reyes) Violations
  - B. Motion to extend Peterson option on 2.4 acre parcel

- C. Motion to approve the option on the Carlson property
- D. Vollbrecht conservation easement update
- E. Kruse conservation easement update
- F. Land Protection Summary
- G. Prairie Trust Update
- H. Monitoring Reports
- VIII. LAND MANAGEMENT COMMITTEE
  - A. RCPP Contract at Bromley
  - B. High Trees Update
  - C. Other issues
- IX. FUNDRAISING COMMITTEE (Tom Nickols)
  - A. Leadership Letters donations to date
  - B. Financial report on September 6 Dan Egan event
  - C. Holly Ball Update
  - D. Sponsorships
  - E. Comedy Show Update
- X. COMMUNITY OUTREACH (Susan Steele)
  - A. Strategic Planning Meetings
  - B. Fall Newsletter
  - C. Rohner Park improvements
  - D. Conservation@Home
  - E. Keeping It Blue
  - F. MPR-Interview
  - G. Social Media
- XI. ADVOCACY (Susan Steele)
  - A. The Preserve of Williams Bay
  - B. Fontana Tree losses
  - C. Fontana Fen Boardwalk
  - D. Other Issues
- XII. OTHER ISSUES
  - A. Search for new Development Director
  - B. Staff absent – Janet, Carol, Jaden
  - C. December 14 Board and Annual Meeting
  - D. Board and Staff January 10 dinner.
- XIII. WATER ALLIANCE (Tom Nickols)
  - A. Update on Geneva Lake Management Plan
  - B. Summary of recommendations completed from 2008 Plan
  - C. Big Foot Creek next steps
- XIV. NEW BUSINESS- Bill Madenler bequest
- XV. ADJOURNMENT
- XVI. Executive Session – Employee salaries, GLEA

# Geneva Lake Conservancy

Helping to Protect & Restore the Lands  
and Waterways of Walworth County and Beyond.

## Net Assets & Contributions 2014-2024



	Net Assets	Contributions
2014	859,885	306,820
2015	1,017,270	439,600
2016	1,221,601	386,853
2017	1,155,828	693,275
2018	1,492,338	803,348
2019	1,893,110	902,995
2020	2,865,868	1,496,790
2021	3,243,170	1,292,351
2022	3,435,504	943,521
2023	4,056,617	1,387,298
2024	4,857,349	1,342,661

### Notes:

- Contributions includes unrestricted & restricted contributions, special events & other assets
- Zabler donation received in 2020
- Cimeley donation received in 2021
- Friedman donation received in 2024
- 2024 numbers are unaudited and YTD 3Q

## LOCAL NEWS

# How much will climate change warm Wisconsin? Here's the latest data



**Alex Groth**

Milwaukee Journal Sentinel

Published 8:08 a.m. CT Sept. 9, 2024 | Updated 9:02 a.m. CT Sept. 9, 2024

New analysis from USA TODAY and the Climate Impact Lab shows that temperatures in Wisconsin are expected to continue to increase several degrees in the next two decades as the state faces the consequences of climate change.

Researchers analyzed county-level temperature projections to assess how annual warming and extreme heat are expected to change from 2020 to 2040. The report found that parts of the Great Plains and the Midwest are projected to warm by more than 3 degrees.

In Wisconsin, climate change means the state could see more extremely hot days over the coming decades, which could be dangerous for public health in many urban areas, and damaging to harvests in rural areas.

Here's a look at how climate change could impact Wisconsin and the U.S., according to the report.

## **Milwaukee could see a significant change in temperature in next two decades**

Milwaukee could see a significant increase in temperatures over the next two decades. Average annual temperatures could increase 2.81 degrees, meaning the city would experience two additional days above 90 degrees, according to the report.

Exposure to extreme heat can be uncomfortable at best, making it difficult to focus when learning or working. At worst, it can be deadly. Heat is already the leading cause of climate-related deaths in the U.S., and more days above 90 degrees may increase the number of heat-related deaths and illness.



According to a separate research from the U.S. Climate Vulnerability Index, Milwaukee County is one of the most vulnerable areas to climate risk in the state, and the north and south sides are some of the most vulnerable areas of the city.

Pollution is a leading factor for Milwaukee's climate vulnerability, according to the report. Certain Milwaukee communities have higher pollution because of their close proximity to waste management facilities and brownfields, former industrial sites that are likely contaminated and currently abandoned or unused.

## **How will temperatures increase in your county?**

Here's a look at how much temperatures could increase in your county, according to the analysis from USA TODAY. The data includes every county in the United States.

Type your county into the search bar below to see the results.

## **Which Wisconsin counties are most at risk?**

These are the Wisconsin counties at the most risk for significant temperatures increases in the next two decades, according to analysis from USA TODAY and the Climate Impact Lab.

- Vernon County (change in temperature: 3 degrees)
- Lafayette County (change in temperature: 3.07 degrees)
- Grant County (change in temperature: 3.06 degrees)
- La Crosse County (change in temperature: 3.05 degrees)
- Green County (change in temperature: 3.03 degrees)
- Crawford County (change in temperature: 3.03 degrees)
- Iowa County (change in temperature: 3.02 degrees)
- Rock County (change in temperature: 3.01 degrees)
- Richland County (change in temperature: 2.97 degrees)
- Walworth County (change in temperature: 2.96 degrees)

## **What are the causes of climate change?**

Scientists agree that the largest contributor of climate change is the burning of fossil fuels like gas, oil and coal. The climate is changing as the earth is warming. According to

the National Oceanic and Atmospheric Administration, the average annual global temperatures have increased since the 1960s.

Wisconsin has become 2 degrees Fahrenheit warmer and 4.5 inches wetter since the 1950s. The greatest warming happens during winter and largest precipitation increase during summer.

Increasing carbon dioxide emissions is due to human activity. Scientists have found the source of carbon dioxide in the atmosphere through measurements of Antarctic ice cores spanning back 800,000 years, according to the Wisconsin Department of Natural Resources.

The changing climate leads to extreme weather events, and while some communities have the resources to endure the impact, many have poor infrastructure and other systemic issues that put them at a higher risk.

**RELATED:** Democrats are worlds apart from the GOP on climate change. Here's what their platform says.

**RELATED:** Emergency department visits from heat rose 25% in Wisconsin in 2024

*USA TODAY contributed to this report.*

**Geneva Lake Conservancy Inc.**  
**Balance Sheet**  
As of September 30, 2024

	Total
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Bank Accounts</b>	
1000 Cash	553,052.60
<b>Total Bank Accounts</b>	<b>\$ 553,052.60</b>
<b>Accounts Receivable</b>	
1100 Accounts Receivable	16,960.00
<b>Total Accounts Receivable</b>	<b>\$ 16,960.00</b>
<b>Other Current Assets</b>	
1050 Donated Stocks (Ed Jones)	10,039.70
1110 Grants Receivable	0.00
1200 Prepaid Expenses	10,438.63
1360 Undeposited Funds	0.00
<b>Total Other Current Assets</b>	<b>\$ 20,478.33</b>
<b>Total Current Assets</b>	<b>\$ 590,490.93</b>
<b>Fixed Assets</b>	
1300 Land & Buildings Held for Conservation	2,195.00
1310 Rohner Park Barn	19,220.00
1311 Land Improvements-Rohner Park	35,479.26
1320 GLC Owned Lands	3,235,586.85
1400 Property & Equipment - Operations	160,216.05
<b>Total Fixed Assets</b>	<b>\$ 3,452,697.16</b>
<b>Other Assets</b>	
1500 Long-Term Investments	814,161.66
<b>Total Other Assets</b>	<b>\$ 814,161.66</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,857,349.75</b>
<b>LIABILITIES AND EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2010 Accounts Payable	213.64
<b>Total Accounts Payable</b>	<b>\$ 213.64</b>
<b>Credit Cards</b>	
FNBT Credit Cards	9,968.33
<b>Total Credit Cards</b>	<b>\$ 9,968.33</b>
<b>Other Current Liabilities</b>	
2020 Accrued Payroll & Taxes	1,302.00
2041 Real Estate Tax Credit (land purchase)	0.00
2060 Advia Credit Union Loan	0.00
2065 Grants Payable	0.00
<b>Total Other Current Liabilities</b>	<b>\$ 1,302.00</b>

<b>Total Current Liabilities</b>	<b>\$</b>	<b>11,483.97</b>
<b>Total Liabilities</b>	<b>\$</b>	<b>11,483.97</b>
<b>Equity</b>		
3000 Funds with Donor Restrictions		384,076.44
3000- Opening Balance Equity		0.00
3099 CY Restricted Donations		0.00
3100 Long-Term Maintenance/Stewardship Funds - Restricted		547,896.52
3200 For Easement Legal Defense		116,092.89
3300 For Easement Stewardship		181,155.69
3400 Operating Reserve - Undesignated		155,661.44
3900 Retained Earnings		540,866.30
3913 Invested in Land, property & Equipment - Undesignated		1,670,634.41
3913-1 PPE-Designated		456,895.00
3914 DWD UE Assurance CD - Restricted		3,421.45
Net Income		789,165.64
<b>Total Equity</b>	<b>\$</b>	<b>4,845,865.78</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$</b>	<b>4,857,349.75</b>

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**Geneva Lake Conservancy Inc.**  
**Budget vs. Actuals**  
3rd Quarter 2024

	YTD 3rd Quarter 2024	YTD 3rd Quarter 2024 Budget	Variance	YTD 3rd Quarter 2023	Variance
<b>Income</b>					
4210 Contributions - Individual	190,304.92	172,843.40	17,461.52	153,078.73	37,226.19
4218 Releases from Restriction	89,920.20	0.00	89,920.20	62,587.92	27,332.28
4219 Releases from Restriction for Payroll	14,892.50	0.00	14,892.50	6,000.00	8,892.50
4600 Interest Income - Unrestricted	1,426.98	2,730.00	-1,303.02	5,952.08	-4,525.10
<b>Total 4800 Special Events Income</b>	<b>\$ 112,841.24</b>	<b>\$ 83,850.00</b>	<b>\$ 28,991.24</b>	<b>\$ 64,627.20</b>	<b>\$ 48,214.04</b>
<b>Total Income</b>	<b>\$ 409,385.84</b>	<b>\$ 259,423.40</b>	<b>\$ 149,962.44</b>	<b>\$ 292,245.93</b>	<b>\$ 117,139.91</b>
<b>Gross Profit</b>	<b>\$ 409,385.84</b>	<b>\$ 259,423.40</b>	<b>\$ 149,962.44</b>	<b>\$ 292,245.93</b>	<b>\$ 117,139.91</b>
<b>Expenses</b>					
Total 6018 GLC Programs - Restricted	\$ 85,920.20	\$ 0.00	\$ 85,920.20	\$ 76,095.16	\$ 9,825.04
Total 6019 GLC Programs - Unrestricted	\$ 4,671.55	\$ 5,865.20	-\$ 1,193.65	\$ 8,153.43	-\$ 3,481.88
Total 6020 Insurance	\$ 8,534.08	\$ 8,372.40	\$ 161.68	\$ 10,178.59	-\$ 1,644.51
Total 6040 Legal & Professional Fees	\$ 33,038.18	\$ 25,583.21	\$ 7,454.97	\$ 18,524.14	\$ 14,514.04
Total 6050 Occupancy	\$ 2,655.30	\$ 2,093.47	\$ 561.83	\$ 2,192.68	\$ 462.62
Total 6060 Office Expenses	\$ 33,952.00	\$ 29,410.52	\$ 4,541.48	\$ 37,369.05	-\$ 3,417.05
Total 6080 Postage and Printing	\$ 18,218.98	\$ 19,553.15	-\$ 1,334.17	\$ 19,707.37	-\$ 1,488.39
6090 Professional Development	3,171.41	882.74	2,288.67	2,343.36	828.05
Total 6100 Repair & Maintenance	\$ 22,962.40	\$ 32,693.38	-\$ 9,730.98	\$ 24,828.53	-\$ 1,866.13
Total 6120 Special Events Expense	\$ 57,457.00	\$ 44,801.54	\$ 12,655.46	\$ 36,557.53	\$ 20,899.47
Total 6140 Travel	\$ 6,137.56	\$ 6,559.51	-\$ 421.95	\$ 4,567.90	\$ 1,569.66
6700 Depreciation	9,599.10	9,036.78	562.32	9,599.10	0.00
6715 Contingency	7,000.00	4,884.75	2,115.25		7,000.00
Total 7011 Restricted Payroll Expenses	\$ 14,892.50	\$ 9,680.00	\$ 5,212.50	\$ 8,391.73	\$ 6,500.77
Total 7010 Payroll Expenses	\$ 286,375.14	\$ 314,283.96	-\$ 27,908.82	\$ 250,040.36	\$ 36,334.78
<b>Total Expenses</b>	<b>\$ 579,692.90</b>	<b>\$ 504,020.61</b>	<b>\$ 75,672.29</b>	<b>\$ 500,157.20</b>	<b>\$ 79,535.70</b>
<b>Net Operating Income</b>	<b>-\$ 170,307.06</b>	<b>-\$ 244,597.21</b>	<b>\$ 74,290.15</b>	<b>-\$ 207,911.27</b>	<b>\$ 37,604.21</b>
<b>Other Income</b>					
4300 Land Donation	875,680.00	0.00	875,680.00		875,680.00
Total 9820 Long-Term Investment Contributions	\$ 8,190.00	\$ 0.00	\$ 8,190.00	\$ 132,717.00	-\$ 124,527.00
Total 9830 Land Acquisition Funding	\$ 0.00	\$ 0.00	\$ 0.00	\$ 429,940.17	-\$ 429,940.17
Total 9840 Investment Income - Restricted	\$ 75,602.70	\$ 0.00	\$ 75,602.70	\$ 29,916.33	\$ 45,686.37
<b>Total Other Income</b>	<b>\$ 959,472.70</b>	<b>\$ 0.00</b>	<b>\$ 959,472.70</b>	<b>\$ 592,573.50</b>	<b>\$ 366,899.20</b>
<b>Net Other Income</b>	<b>\$ 959,472.70</b>	<b>\$ 0.00</b>	<b>\$ 959,472.70</b>	<b>\$ 592,573.50</b>	<b>\$ 366,899.20</b>
<b>Net Income</b>	<b>\$ 789,165.64</b>	<b>-\$ 244,597.21</b>	<b>\$ 1,033,762.85</b>	<b>\$ 384,662.23</b>	<b>\$ 404,503.41</b>

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## Restricted Funds & Release Summary

Fund Detail for Restricted Projects		2024 Budget			2024 Actual as of 9/30/24			
Account #	Fund Name	Fund Balance 2023	Budgeted Income 2024	Budgeted Expenses 2024	Fund Balance 2024	Funds Received in 2024	Funds Released from Restriction in 2024	Fund Balance 2024
3003	Conservation@ Home	(808.28)	-	-	(808.28)	1,855.20	1,347.76	(300.84)
3005	Hermansen's Woods	24,406.74	-	3,000.00	21,406.74	52.00	4,600.00	19,858.74
3019	Hillmoor	25,000.00	-	-	25,000.00	-	-	25,000.00
3016	Mill House Gardens	-	-	-	-	2,000.00	2,000.00	-
3006	GLC Taskforce - Keeping it Blue	18,279.58	5,000.00	10,000.00	13,279.58	5,779.31	3,920.50	20,138.39
3007	GLMP - Water Alliance	93,695.83	10,000.00	88,000.00	15,695.83	12,000.00	16,223.36	89,472.47
3010	Heritage Oak Program	1,526.16	-	-	1,526.16	-	-	1,526.16
3012	Rohner Park	-	-	-	-	-	-	-
	Programs	-	2,000.00	11,700.00	(9,700.00)	1,000.00	\$20,706.99	-
	R&M	-	6,000.00	11,200.00	(5,200.00)	-	\$38,156.32	-
	Southwick Creek Project	-	25,000.00	58,000.00	(33,000.00)	89,900.00	4,860.00	-
<b>Rohner Park TOTALS</b>		<b>81,419.36</b>	<b>33,000.00</b>	<b>80,900.00</b>	<b>33,519.36</b>	<b>104,820.00</b>	<b>63,723.31</b>	<b>122,516.05</b>
3013	White River County Park	1,581.70	-	1,000.00	581.70	-	928.04	653.66
3015	Zabler Property	-	5,000.00	3,994.92	1,005.08	1,160.00	3,592.00	(2,432.00)
3017	Haubrich Property	25,913.00	-	-	25,913.00	-	25,913.00	-
3018	Piening Property	-	25,000.00	25,000.00	-	-	-	-
3019	Healthy Lakes Program	-	13,000.00	13,000.00	-	-	-	-
3020	Anglin Preserve (Boardwalk)	-	-	-	-	25,000.00	-	25,000.00
3098	Misc. Restricted for Small Projects	-	-	-	-	10,477.73	10,477.73	-
<b>Total Restricted projects</b>		<b>271,014.09</b>	<b>91,000.00</b>	<b>224,894.92</b>	<b>137,119.17</b>	<b>163,144.24</b>	<b>132,725.70</b>	<b>301,432.63</b>

Less Haubrich @ Vanguard (25,913.00)  
 Less Rohner for Payroll (8,400.00)  
 Less Rohner for Photo Contest (2,000.00)  
 Less Rohner for R&M (4,000.00)  
 Less Alliance for Payroll (6,492.50)

**Total funds released for Projects 85,920.20**
This number ties back to total in account 6018

Fund Detail for Land Acquisition								
3001	GLC's Special Places Fund	81,643.81	-	80,000.00	1,643.81	(1,000.00)	-	80,643.81
<b>Total Land Acquisition</b>		<b>81,643.81</b>	<b>-</b>	<b>80,000.00</b>	<b>1,643.81</b>	<b>(1,000.00)</b>	<b>-</b>	<b>80,643.81</b>

\*2023 Paddle raise - did not raise hand

<b>Total All Restricted Funds</b>	<b>352,657.90</b>	<b>91,000.00</b>	<b>304,894.92</b>	<b>138,762.98</b>	<b>162,144.24</b>	<b>85,920.20</b>	<b>382,076.44</b>
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This number ties back to total in account 3000

**Cash Summary**  
**As of 9/30/24**

<u>Account</u>	<u>Fund Name</u>	<u>Total</u>	<u>Restricted</u>	<u>Unrestricted</u>
1020	General Operating Checking	85,575.56		77,017.48
1032	Money Market Account	415,209.36		
	Restricted Program Funds (3000 Equity accounts)		382,076.44	
	Operating funds needed to cover shortfall for Restricted Projects		-	
	Total Operating funds held in Reserve Money Market			33,132.92
1030	Board Designated MMKT acct. Interest Income	66.43		66.43
1031-1	Board Designated Easement Maintenance	26,424.84	26,424.84	
1031-2	Board Designated Legal Reserves	22,014.78	22,014.78	
1040	WI DWD Unemployment Assurance CD	3,761.63	3,761.63	
<b>Total \$</b>		<b>553,052.60</b>	<b>\$ 434,277.69</b>	<b>\$ 110,216.83</b>

**Cash Available for Investment**

1031-1	Board Designated Easement Maintenance	26,424.84
1031-2	Board Designated Legal Reserves	22,014.78
		48,439.62

**Section 4. Access.** No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement, except for visual access from public waters and public ways.

**Section 5. Rights of the Grantee.** To accomplish the purposes of this Conservation Easement, the following rights are conveyed to the Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 7, provided that, except in cases where the Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property.

B. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 7.

**Section 6. Grantee's Approval.** Where Grantee's approval is required, as provided in Subsections 2(F) or 2(G), Grantors' request shall be in writing and shall describe the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within 45 days of receipt of Grantors' complete request. Such approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Conservation Easement.

**Section 7. Grantee's Remedies.**

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

**7.2 Injunctive Relief.** If Grantors fail to cure the violation within 45 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 45 day period, fail to begin curing such violation within such period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

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

**7.4 Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, it may pursue its remedies under this Section 7 without prior notice to Grantors or without waiting for the period provided for cure to expire.

**7.5 Scope of Relief.** Grantee's rights under this Section 7 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Subsection 7.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**7.6 Costs of Enforcement.** All reasonable costs incurred by the Grantee in enforcing the terms of this Grant of Easement against Grantors (including, without limitation costs of suit and reasonable attorneys' fees) and any costs of restoration necessitated by Grantors' violation of the terms of this Grant of Conservation Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevails in a judicial enforcement action each party shall bear its own costs.

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

**7.8 Waiver of Certain Defenses.** Grantors hereby waive any defense of laches, estoppel, or prescription.

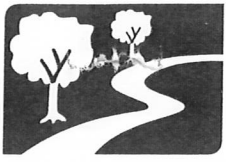
**7.9 Acts Beyond Grantors' Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

#### **Section 8. Costs, Liabilities, Taxes, and Control.**

**8.1 Costs, Legal Requirements, and Liabilities.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

**8.2 Taxes.** Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of; this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.





# Geneva Lake Conservancy

“PROTECT AND RESTORE THE LANDS AND WATERWAYS OF WALWORTH COUNTY AND BEYOND”

P.O. Box 588 • 398 Mill Street • Fontana, WI 53125 • Phone (262) 275-5700 • Email [GLC@GenevaLakeConservancy.org](mailto:GLC@GenevaLakeConservancy.org)

## BOARD OF DIRECTORS

September 24, 2024

**Donald J. Parker, Jr.**

Chair

**Mark Aschliman**

Susan Papedis, Director of Residential Operations

**Kevin M. Brunner**

Bridget Foody, Estate Manager

**Mary Constable**

Ashburton Estate LLC

**Stephen Diamond**

W3505 Snake Road

**Kristen Freytag**

Lake Geneva, WI 53147

**Kate Gardiner**

**Tom Gray**

Dear Susan and Bridget:

**Katherine J. Holland**

We are writing to you regarding our visit to the Ashburton Estate at W3501 and W3503 Snake Road on August 12 to view the improvements that were made in the property's Central Open Space Zone as defined in the conservation easement.

**Bruce Johnson**

**Cathleen Johnson**

**Mark Licht**

**Cindy Milojevic**

**Thomas W. Nickols, Jr.**

**J. D. Olson**

**Nina Owen**

**Karen Strey Rappaport**

**Susan E. Steele**

The purpose of the conservation easement is to “assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the property that will significantly interfere with its conservation values, except as expressly permitted herein. The Property shall be used only for conservation, recreation and limited first class, single family residential purposes as provided herein. Grantors intend that this Conservation Easement will confine the use of the Property to activities that are not inconsistent with the purposes of this Conservation Easement.”

## PAST

### CHAIRS

John Anderson

John “Skip” Ballje

Norman Barry

Kevin M. Brunner

Charles L. Colman

Charles Ebeling

Grace Eckland

Grace L. Hanny

Dennis E. Jordan

Robert W. Klockars

William Turner

Kevin Waldeck

David Weinberg

Robert Youngquist

In visiting the Property on August 12 we noted that a permanent large canopy structure was constructed since our 2023 monitoring in the Central Open Space Zone. This is in violation of the conservation easement. The canopy structure depicted on Exhibit A violates Section 2 C (ii) which states that “accessory structures not existing on the date



of this easement may be constructed, maintained, repaired, remodeled and replaced on any portion of the Property except within the Woodland Zone, Central Open Space Zone or Waterfront Buffer Zone as delineated on Exhibit A.”

The canopy structure is in the Central Open Space Zone and violates Section 2 C (ii) of the conservation easement.

In addition, a chicken coop has been installed in the Central Open Space Zone and violates Section 2C (ii) of the conservation easement as well as Section 2K of the conservation easement. It is depicted on Exhibit B.

As indicated in Section 7.1 of the conservation easement this is the written notice of these violations and we demand corrective action. We ask you to respond to us within 30 days of the date of this letter on how these violations will be corrected.

We further request that future plans for any structures or major changes to the Woodland Zone, the Open Space Zone or Waterfront Buffer Zone be approved by the Conservancy prior to their implementation to avoid additional costs to you.

We appreciate your willingness to work with us to protect the property’s natural, scenic and open space values.

---

Sincerely,



Karen Yancey

Executive Director

**GENEVA LAKE CONSERVANCY, INC.**

**POLICY ON MANAGEMENT AND OVERSIGHT OF CONSERVATION EASEMENTS**

Adopted November 20, 1999  
Revised March 11, 2000  
Revised March 12, 2005  
Revised April 14, 2007  
Revised August 7, 2015

**I. General Statement of Policy**

The Geneva Lake Conservancy's ("GLC") mission is the protection of water resources, natural areas and working lands on behalf of the residents of, and visitors to, the Walworth County area. That mission is accomplished through a variety of mechanisms, including conservation easements protecting lands and structures.

The GLC recognizes that stewardship of the lands entrusted to its care is among the most significant of its responsibilities. Failure to monitor and enforce the terms of conservation easements could lead to a loss of the GLC's tax-exempt charitable status, and could erode the public trust in GLC's ability to achieve its mission. It is therefore the intention of the GLC to set forth in the following paragraphs a policy to guide its management and oversight of conservation easements, including requirements for baseline documentation, monitoring and reporting, enforcement and stewardship. In doing so, the GLC recognizes there will always be dealings with landowners in which staff's judgment and discretion are necessary. It is beyond the scope of this policy to anticipate or address every contingency.

**II. Baseline Documentation Requirements**

The GLC shall compile baseline documentation that records conditions of the property at the time of the easement's acquisition. This shall include an overall record of the property's history, how it was acquired, and other specialized information about the property. The baseline data shall provide evidence of resource values, meet the requirement of the IRS for tax deductible easement gifts, summarize ownership history and note legal encumbrances.

If the easement is a tax deductible gift, and if the donor retains rights to the property that, once exercised, could impair the conservation values of the property, the IRS holds the donor responsible for providing the baseline data. As a practical matter, however, the GLC must collect the necessary information and data in an organized and easily referenced format to manage and enforce the easement.

The GLC has adopted a checklist and procedures (Appendix A) for developing a baseline file for property to be held under easement. The goal is to provide a common reference point for future inspections and a baseline of conditions to demonstrate the existence and extent of any violations. In reviewing and updating these procedures and for purposes of including it in the Easement Policy Statement, IRS regulations on baseline documentation (see Treas. Reg. 1.170A-

A-1

14(g)(5), the following information should be considered (volume and specificity of the documentation will vary depending upon the particulars of the easement):

- The condition of all scenic, geologic, land use, vegetation, and other property features to be protected.
- Detailed survey maps and plans, photos, landscape plans, architectural depictions.
- Objective and reproducible data points should be used so that those monitoring the property or documenting violations can repeat the baseline methods in the future.
- The GLC's baseline documentation will also contain, as applicable and appropriate, a coversheet outlining contents of the file; directions to the property; base map; one-page easement summary that includes statement of purpose, list of restrictions, ownership, other information useful in the field; legal information, including recorded easement and other related documents; property owner information in form of a narrative or description with "timeline" summarizing the history of the easement's acquisition and contacts with the owner as background for future staff contacts.
- The IRS requires that, for tax-deductible easements, both the donor and donee must sign a statement referencing the baseline file and acknowledging that it is an accurate representation of the property's condition at the time of its transfer.
- Baseline documentation should be held in a safe place, and the easement recorded as required by state and local law. Copies of all relevant documents should be easily accessible to the GLC for reference in monitoring the easement.

### **III. Easement Monitoring Requirements**

The GLC shall conduct a formal monitoring program for each of its easements in order to:

- Document violations
- Build rapport with the owner
- Save time and money by detecting a violation before it becomes entrenched and the property owner is so committed to an adversarial position that only legal action can resolve the situation
- Provide a record in case corrective action or court-ordered remedy is required
- Satisfy IRS requirements for tax-deductible easements

Inspections shall be conducted on an annual basis, more frequently as conditions peculiar to the site (e.g., construction activity) may require. The person in charge, named by the Executive Committee of the GLC, is responsible for property inspections that are thorough, reliable and accurate, and supported by full and detailed documentation. Monitors must be thoroughly trained in the terms of the easement, key points or areas for inspection, conduct for dealing with property owners, record keeping methods and other pertinent details. Training will be provided by the GLC. Inspections shall be headed by a trained GLC representative, and may be supported by staff members, volunteers and others with special expertise helpful to the monitoring process.

The property owner shall be notified by certified letter, in order to schedule the visit at a time when the owner can personally accompany the monitoring team. Although some landowners may not consider it important or even necessary, given their relationship with the GLC, it is highly desirable that the legal owner of the property or a designated, knowledgeable agent participates in the inspection, particularly where there is reason to believe a violation has occurred.

If the owner is present, a meeting shall be scheduled prior to the inspection to review the easement, monitoring procedure, and encourage participation in the physical inspection. In the event the owner is not present and the inspection reveals a violation or questionable activity, the GLC shall arrange a meeting with the owner as soon as possible to address and resolve these issues.

The GLC shall utilize a standard inspection form for all easements (Appendix B). The form must document that the property was inspected and whether it was found to be in compliance with the terms of the easement. This form provides the legal documentation to substantiate a regular monitoring program. The form shall include:

- Current property owner name and address
- Location of property
- Method of inspection (personal visit, aerial)
- Whether the property appears to be in compliance
- Name of the inspector, including signature and date
- List of all people accompanying inspector
- Description of any man-made alterations to the property
- Description of any alterations due to natural causes
- Other observations or comments
- List of photos and maps

Monitors shall compare the current property condition with the recorded report of the previous monitoring visit with easement terms, and with the baseline report. Special note, including photographs, of any major changes, such as damage from storms, insect infestation, or other natural occurrences shall be made. A written log shall be maintained, and notes and photos shall also be taken of any manmade improvements, changes or disruptions to the property. If a questionable activity or potential violation exists, the GLC representative shall record full quantitative and descriptive documentation of the situation.

Violations are not often blatant or obvious. Detecting and evaluating a violation often requires interpretation of the easement. While violations may vary in degrees of seriousness, none should be ignored or overlooked. All must be addressed, even minor violations. The following steps shall be taken in documentation and follow-up to a suspected easement violation:



- Photographs, signed and dated by the photographer and keyed to the location on a map, are necessary. Video and recording with verbal commentary may be included.
- The affected resource or activity should be measured. For example: if trees are cut in a restricted area, stumps should be counted and photographed and their diameters measured; if there have been major land disturbances, such as bulldozing or excavation, the locations should be mapped, photographed and measured.
- A thorough report of the inspection that includes the easement inspection form, labeled photos and other documentation is required. All notes and photos are to be signed, dated and added to the easement file. All questionable activities, potential violations, and amendment requests must be included in the inspection file.
- The violation should be discussed with the owner immediately. If it is discovered without the owner present, a meeting should be requested as soon as possible. A face-to-face meeting with the owner to view the violation, review easement restrictions, and discuss remediation is the most effective way to encourage a corrective response. If the violation is serious, the GLC representative who meets with the owner should be briefed by an attorney on proper procedures, conduct, correspondence and other communications to assure that the GLC's legal interests are protected.
- The owner shall be sent a letter confirming inspection of property. Monitoring reports or a summary statement may be filed with the recorded easement in order to ensure a public record that the GLC has diligently exercised its fiduciary responsibility in monitoring and managing the easement.

#### IV. Easement Violation Enforcement Procedures

Strong enforcement engenders public confidence in the GLC and its easement program. Addressing violations proves to the owner and the public that the GLC stands by its easements. Strong enforcement measures discourage future violations and build a reputation of trust and confidence.

A permissive attitude toward enforcement could jeopardize the GLC's ability to enforce easements and its legal status as a tax-exempt, charitable organization. Delayed enforcement could be interpreted as a waiver of the GLC's right to enforce. Failure to enforce could also threaten the GLC's capacity to accept tax deductible easement gifts, as well as its tax-exempt status. Treasury regulations specify that to be eligible to receive tax-deductible easement donations, an organization must "have a commitment to protect the conservation purposes of the donation, and have the resources to enforce the restrictions." (See Treas. Reg. #1.170A-14[c] [1].) The GLC's Section 501[c][3] status could also be challenged if it were shown that the organization relinquished enforcement rights to the benefit of private individuals.

Violations may be relatively insignificant (minor tree cutting, dumping of trash), or major (construction, excavation, pollution, timbering). Regardless, each must be dealt with in a manner appropriate to its severity. Failure to follow-up on even the most menial of violations sends a signal to the property owner that the GLC does not fulfill its stewardship responsibilities, and may encourage more egregious behavior.

As a general policy, legal remedies for violations will be spelled out in the easement. The process for curing a violation without resort to legal action is, however, equally important, as staying out of court is always a desirable outcome, conserving monetary enforcement resources and better ensuring a continuing positive relationship with the property owner. The negotiation process in pursuing a voluntary resolution to the violation should be carefully monitored and recorded in the event that it breaks down. A written record is essential.

It is important to impress upon the landowner the GLC's willingness to address any questions or concerns regarding the easement's applicability to the property, and to personally meet to discuss any related issue. It should be made clear that the GLC expects to be consulted on any matter that may affect the easement. This, too, is a valuable procedure to employ in heading off the possibility of an inadvertent easement violation. Consultation time invested upfront may well head off the need for enforcement action later on. In providing interpretive assistance to the landowner:

- Advice should be documented
- If there is any question regarding possible conflict with the easement, consultation with the Board of Directors, outside counsel and the easement grantor, as appropriate, must occur
- It is not the GLC's responsibility to suggest amendment of the easement; easements should be amended in only the most extraordinary circumstances, and in accordance with the GLC's policies and procedures

- If the landowner suggests the possibility of easement amendment, it is appropriate to review the amendment policy with the landowner and advise of the possible outcome should an amendment be requested
- Where advice on a possible amendment request is sought, it must be clear that any final decision will be made by the Board of Directors in accordance with the GLC's policies and procedures

Following the steps necessary to document the violation and the preliminary owner contact, the process of responding to and correcting a violation is as outlined below:

- Evaluate the violation and required corrections (repairs for destruction of irreplaceable conservation values may require professional assistance in determining adequate value).
- Contact the property owner by telephone, explaining the problem, the easement corrective requirements and the GLC policy. Request the appropriate corrective action (replacement and/or cessation of the activity), and state the deadline for compliance (generally found in the easement).
- Follow-up the telephone call with a letter. Reiterate the explanations and request made by telephone, offer compliance assistance and state the need for a follow-on compliance inspection.
- Inspect the property by the deadline date, and document findings.
- If compliance is complete, send a thank you letter to the owner.
- If the violation remains in noncompliance, send a second letter by certified mail, return receipt requested. State the fact of noncompliance, cite the interests of the GLC in seeing that timely correction be made, restate the required corrections, and establish a shorter deadline for compliance.
- Re-inspect the property by the second deadline, and document findings.
- If compliance is complete, send a thank you letter to the owner.
- If noncompliance continues, determine a new response and send a third letter. Notify the owner of pending legal action, per the terms of the easement, if immediate compliance is not achieved.
- Initiate legal remedies specified in the easement.

## V. Second Generation Landowners of Conservation Easement Property

Communications with second generation owners of property held under easement by the GLC presents opportunity for expanding the public awareness of the GLC and its mission, but also may present challenges in that the new property owner may not be as zealous in protecting the property as was the original easement grantor. Although the easement document generally specifies that the GLC is to be notified upon sale of the property, the GLC must be vigilant in tracking property ownership changes.

When property held under easement changes hands, the GLC shall pursue extensive introductory and follow up meetings with the new owner to review and explain the purpose of the easement, the existing documentation, the role of the GLC and procedures to be followed for monitoring and enforcing the easement. As soon as the GLC is aware of the transfer of the property, a meeting with the new owner should be held for the purpose of reviewing and explaining:

- The GLC, its mission and the role that conservation easements play
- The easement itself--conditions, requirements and limitations
- The GLC's legal right to inspect the property
- Monitoring procedures
- Baseline documentation
- Policy for dealing with easement violations
- Amendment policy

## VI. Stewardship

GLC undertakes and is required to maintain and defend conservation easements accepted by it, by monitoring and enforcement of policies and procedures of the Land Trust Accreditation Commission and of its own.

Effective conduct of GLC's affairs warrants the building of and maintenance of productive relationships with the owners of properties on which easements have been accepted by GLC. Effective stewardship can be expected to create public trust and confidence, that GLC is capable of fulfilling its mission and its undertakings. Effective stewardship requires financial planning and sufficient funds for Easement Maintenance and for Easement Defense.

### A. Stewardship Funds

Lack of financial planning for financial stewardship leads to failure to monitor and enforce, loss of easement conservation values, loss of public confidence in conservation easements and in GLC's ability to manage and protect the integrity of property held under easement.

As a general rule, stewardship funds shall be adequate to fund two types of activities:

- (1) Monitoring of compliance with the terms of outstanding easements; and
- (2) Enforcement of the terms of easements, to correct violations, including legal action.

A goal required for Land Trust Accreditation is the creation and maintenance of two funds by GLC, one for the monitoring of easements accepted by it, known as GLC's Easement Maintenance Fund, and one for the enforcement of the terms of easements accepted by it, known as GLC's Easement Legal Defense Fund, each having sufficient resources that the fund will be adequate to accomplish its purposes, set forth above. Each fund is intended to assure that the Easement Stewardship undertakings of GLC will continue into perpetuity.

Typically, the primary sources for stewardship funds are the grantors of easements, often in the form of contributions to GLC of an appropriate amount, based upon the GLC's assessment of the amount needed to assure adequate funding for the purposes of the easement offered to GLC and the property owner's willingness and ability to contribute. The Board of Directors of GLC, on the advice of its Finance, Budget & Audit Committee has determined that, in the aggregate, the minimum amounts required, for these reserves, for LTA accreditation, are not adequate and substantial amounts in both reserves, in addition to those requirements are warranted. Not less frequently than one per year, GLC intends to review the adequacy of those reserves. Upon a recommendation from the Land Protection Committee, While GLC's own minimums may be reduced or waived, in the cause of public service or other charitable goals, expressly authorized by GLC's Board of Directors; however, the LTAC minimum requirements may not be waived, and, if not contributed by or on behalf of the easement grantor, the funding thereof must be obtained by GLC from another funding source or by an irrevocable allocation from its own general net revenues.

## **B. Investment of Stewardship Funds**

Stewardship Funds shall be invested in a manner that can reasonably be expect to protect value of the principal, after an allowance for inflation, and earn reasonable income, taking into account the timing of reasonably likely disbursements, allowing for the risk of inflation of the costs thereof. The custody of these Funds and the investment strategy therefor has been delegated by GLC, based on recommendations from its Land Protection Committee and its Finance, Budget and Audit Committee.



**Appendix A**

**CONSERVATION EASEMENT POLICY**

*Geneva Lake Conservancy, Inc.*

***Baseline Documentation Form***

*GLC Project Number:* \_\_\_\_\_ *Project Name:* \_\_\_\_\_

Property Information

Owners:

Original Easement Grantor:

Current Owner (attach contact information):

Geneva Lake Conservancy Board / Staff Contact(s):

Location:

Fire #:

Road:

Town:

County: Walworth State: Wisconsin

Directions to Property: From Fontana,

Easement Information Recorded At Walworth County Register Of Deeds:

Volume: \_\_\_\_\_

Document: \_\_\_\_\_

Pages: \_\_\_\_\_

Date: \_\_\_\_\_

Survey Map: \_\_\_\_\_

Date of Survey Map: \_\_\_\_\_

Document No. of Survey: \_\_\_\_\_

Legal Description of Property:

Total Acreage:

Approximate Acreage By Land Type:

- Woodland:
- Wetland:
- Buildings & Grounds:
- Other: (describe)

Restrictions and Reserved Rights

Restrictions:

Landowner Reserved Rights or Special Conditions:

Land

Zoning:

Physical Characteristics:

Environmental Significance / Valuable Natural Features:

Current Land Use:

Improvements / Structures:

Adjacent Land Uses / Compatibility:

Public Access:

Visible Easements:

Boundary Markers:

Safety Hazards:

Environmental Hazards:

Resource Information

Water Resources:

Natural Habitat:

Agriculture:

Other Open Space:

Aesthetic / Cultural / Historic Features:

Designation on County Land Use Plans:

Maps, Drawings, Aerial Photography:

Maps

Road map with property marked

Plat book map with property boundaries marked, township/section lines

Section Map

Map of buildings and structures with all existing roads, trails and paths

Property survey

Land Use Plan for Walworth County

Environmental corridor map

USGS topographical map with property boundaries marked

Soils map with property boundaries marked

Detailed site map with Photo Point Key of Property

Photos

\_\_\_ On-site photographs signed and dated

\_\_\_ Aerial photograph

### Report Preparation

6.0 Preparer of This Report:

6.1 Reviewed by: \_\_\_\_\_, GLC Attorney

Date of Preparation:

CONTACT INFORMATION

Subject	<u>Grant of Conservation Easement</u>
Property/Project	_____
Property Address	_____
Name	_____
Address	_____ _____ _____
Telephone Work	_____
Home	_____
Cell	_____
Other	_____
Fax	_____
Email	_____
Agent	_____
Notes	_____

**GRANT OF CONSERVATION EASEMENT**

**Granting Entity:**

**To**

**Geneva Lake Conservancy, Inc.**

**ACKNOWLEDGMENT OF BASELINE DOCUMENTATION  
AND PROPERTY CONDITION**

This report constitutes the Baseline Documentation referred to in the Grant of Conservation Easement from \_\_\_\_\_ to Geneva Lake Conservancy, Inc., dated \_\_\_\_\_ and recorded in the office of the Walworth County Register of Deeds on \_\_\_\_\_ Volume Number \_\_\_\_\_ pages \_\_\_\_\_.

The report consists of \_\_\_\_\_ pages of text and includes \_\_\_\_\_ maps and \_\_\_\_\_ photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of the Grant.

In compliance with Treasury Regulation Section 1.170A-14(g)(5)(i), the undersigned accept and acknowledge that this Baseline Documentation report accurately describes the conditions of the Property subject to the referenced Grant of Conservation Easement at the time of the Grant which may be used as an objective, though nonexclusive, information baseline for determining compliance with said Grant.

For Grantor: \_\_\_\_\_  
Signature of Grantor  
  
\_\_\_\_\_  
Printed Name  
  
Date: \_\_\_\_\_

**Certification of Notary Public**

\_\_\_\_\_  
Signature of Notary Public Seal

Seal My Commission expires: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Grantee  
  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Certification of Notary Public**

\_\_\_\_\_  
Signature of Notary Public

Seal

My Commission expires: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONSERVATION EASEMENT POLICY**

*Geneva Lake Conservancy, Inc.*



**Conservation Easement Inspection Report**

1. Date (Year): \_\_\_\_\_
2. Name of Property: \_\_\_\_\_
3. Location (Address, city or town, county): \_\_\_\_\_  
\_\_\_\_\_
4. Day and date area inspected: \_\_\_\_\_
5. Size in acres: \_\_\_\_\_
6. Date conservation easement acquired (month and year recorded): \_\_\_\_\_  
\_\_\_\_\_
7. Name and address of owner at that time: \_\_\_\_\_  
\_\_\_\_\_
8. Name and address of present owner (if different from original donor): \_\_\_\_\_  
\_\_\_\_\_
9. Length of time in present ownership: \_\_\_\_\_
10. Names of members of inspection team: \_\_\_\_\_  
\_\_\_\_\_
11. Did the owner of the land accompany you on the inspection? If not, give the name and address of his/her authorized representative or identify permission giver (whether by letter, telephone, or personally): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Are the terms of the conservation easement being observed? Describe details of your inspection: \_\_\_\_\_

\_\_\_\_\_

13. Did you note any possible violations of the terms of the conservation easement? Be as specific as you can: \_\_\_\_\_

\_\_\_\_\_

14. Describe acts or uses permitted by the terms of the easement that have taken place since the last inspection: \_\_\_\_\_

\_\_\_\_\_

15. Number and description of photographs accompanying this report. Be sure to identify each photograph: \_\_\_\_\_

\_\_\_\_\_

16. Time spent on property: \_\_\_\_\_

17. Present use of property: \_\_\_\_\_

18. Uses of surrounding properties: \_\_\_\_\_

19. Additional Remarks (particularly as to present condition of property): \_\_\_\_\_

\_\_\_\_\_

20. Managers name: \_\_\_\_\_

21. Signature (date): \_\_\_\_\_



**WB-24 OPTION TO PURCHASE**

Attorney

1 ~~LICENSEE DRAFTING THIS OPTION ON~~ December 27, 2023 ~~[DATE] IS (AGENT OF BUYER) (AGENT~~  
2 ~~OF SELLER/ LISTING FIRM) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~

3 The Seller (Optionor), Paul G. Peterson  
4 the Buyer (Optionee), Geneva Lake Conservancy, hereby grants to

5 an option to purchase (Option) the Property known as [Street Address] 2.41 acre parcel of land on Lyons  
6 Lvons Road and adjacent to Lake Ivanhoe - legal to govern in the Town  
7 of Bloomfield, County of Walworth, Wisconsin, on the following terms:

8 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option, or separate but identical copies,  
9 is/are signed by all Sellers and delivered to Buyer on or before January 15, 2024 (Time is of the Essence).

10 **OPTION TERMS**  
11 ~~■ **MAXIMUM OPTION FEE** An option fee of \$XXXXXXXXXXXXXXXXXXXX will be paid by Buyer to Seller within XXXXX days of~~  
12 ~~the date of (i) the granting of this Option or (ii) the deadline for execution of a lease. If line 7 of this Option is checked, X~~

13 ■ **EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than  
14 midnight on October 31, 2024 unless extended per lines 18-19.

15 ■ **EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 506-512, or (ii) any other written  
16 notice which states that Buyer exercises this Option. ~~If the Option is exercised, \$XXXXXXXXXXXXXXXXXX of the option fee~~  
17 ~~and \$XXXXXXXXXXXXXXXXXX of the option extension fee, if any, shall be a credit against the purchase price at closing.~~

18 ■ **EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on \_\_\_\_\_  
19 upon payment of an option extension fee of \$ \_\_\_\_\_ to Seller on or before \_\_\_\_\_.

20 ■ **OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.

21 **CAUTION: If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional**  
22 **provisions at lines 447-478 or in a separate agreement attached per line 446. An escrow agreement should be drafted**  
23 **by the Parties or an attorney.**

24 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option the following shall be the terms of purchase:  
25 ■ **PURCHASE PRICE:** ONE HUNDRED SIXTY THOUSAND Dollars

26 (\$ 160,000.00) will be paid in cash or equivalent at closing unless otherwise agreed in writing.  
27 ■ **INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of  
28 the date on line 1 of this Option (unless excluded at lines 33-34), and the following additional items: \_\_\_\_\_

29 **NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included**  
30 **or not included.**

31 ■ **NOT INCLUDED IN PURCHASE PRICE:** Not included in purchase price is Seller's personal property (unless included  
32 at lines 28-29) and the following: No fixtures are located upon the property

33 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines**  
34 **38-47) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP**  
35 **tanks, etc.) and will continue to be owned by the lessor.**

36 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
37 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not  
38 easily removable without damage to the premises, items specifically adapted to the premises and items customarily  
39 treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
40 windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
41 cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor  
42 coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central  
43 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
44 fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not  
45 include trade fixtures owned by tenants of the Property.

46 **CAUTION: Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures**  
47 **(e.g., water softener or other water conditioning systems, home entertainment and satellite dish components,**  
48 **L.P. tanks, etc.) on lines 33-34.**

49 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and**  
50 **debris, if applicable.**

51 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees;  
52 (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS**  
53 **APPLICABLE** and all other dates and Deadlines in this Option except: no exceptions

54 \_\_\_\_\_ If "Time is of the Essence" applies to a date or Deadline,  
55 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a  
56 date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

59 **RECORDING OF OPTION** Buyer (may) (may not) **STRIKE ONE** record this Option at Buyer's expense.  
60 Buyer (may) (may not) **STRIKE ONE** ("may" if neither is stricken) record a separate instrument evidencing this Option at  
61 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the  
62 applicable legal description and authenticated or acknowledged signatures as may be required.

63 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

64 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
65 under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)  
66 (oral) **STRIKE ONE** lease(s), if any, are none

67  
68 Insert additional terms, if any, at lines 447-478 or attach as an addendum per line 446.

69 **LEASE-OPTION PROVISIONS** **CHECK BOX ON LINE 70 OR 71, IF APPLICABLE:**

70  Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

71  This Option is contingent upon Seller and Buyer, within \_\_\_\_\_ days from the granting of this Option,  
72 entering into a written lease for the Property with minimum terms which shall include: term from \_\_\_\_\_  
73 to \_\_\_\_\_ and an initial rent of \_\_\_\_\_ per month or this Option shall be null and void.

74 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 70 OR 71 WAS CHECKED ABOVE:**

75  In the event that this Option is timely exercised, \$ \_\_\_\_\_ of each monthly rent payment of  
76 \$ \_\_\_\_\_ shall be applied to the purchase price while the balance shall be deemed solely rent  
77 that is retained by Seller.

78 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

79  Buyer may not exercise this Option unless Buyer is current with all rent.

80  Any material breach of the lease by Buyer shall also constitute a default under this Option.

81  
82 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,  
83 Seller has no notice or knowledge of any Defects (lines 266-269) other than those identified in Seller's disclosure report  
84 dated \_\_\_\_\_ and, if applicable, Real Estate Condition Report dated \_\_\_\_\_, and, if  
85 applicable, Vacant Land Disclosure Report dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
86 signing this Option and which were made a part of this Option by reference **COMPLETE DATES OF STRIKE AS**

87 **APPLICABLE** and Vacant Land Disclosure Report will be provided within 15 days of seller's receipt of this Option and  
88 buyer shall have 10 days thereafter to withdraw this Option if not satisfied with same.

89 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

90 **CAUTION: Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers**  
91 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**  
92 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**  
93 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**  
94 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for**  
95 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**  
96 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of**  
97 **sale or option contract, to the prospective buyer of the property a completed copy of the report . . . A prospective**  
98 **buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-**  
99 **day period, rescind the . . . option contract by delivering a written notice of rescission to the owner or the owner's**  
100 **agent." Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure**  
101 **Report disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller.**  
102 **Buyer should review the report form or consult with an attorney for additional information regarding rescission**  
103 **rights.**

104 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to  
105 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this  
106 provision (lines 104-107), Defect does not include structural, mechanical or other conditions of which the Buyer has actual  
107 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

108 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized  
109 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or  
110 tests Buyer intends to perform as part of Buyer's due diligence items on lines 447-478, 138-142, or attach as an addendum  
111 per line 446. In addition, Buyer may need to obtain and review documents relevant to financing approval, appraisals, or  
112 perform general due diligence activities for the transaction, including but not limited to: business records, condominium  
113 documents, maps or other information, municipal and zoning ordinances, recorded building and use restrictions,  
114 covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property.  
115 Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private approvals,  
116 environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or other

117 development related costs and fees, in order to fully determine the feasibility of any proposed or planned development  
118 of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or any  
119 authorize investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise  
120 agreed by the Parties in writing.

121 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this  
122 Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
123 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
124 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
125 building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
126 inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if  
127 necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections  
128 and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct  
129 testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections  
130 and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection  
131 and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution  
132 which may be required to be reported to the Wisconsin Department of Natural Resources.

133 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a  
134 Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines 121-132) prior to Buyer's  
135 exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an  
136 independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and  
137 standards, as applicable.

138 List inspections (e.g., home, roof, foundation, septic) here: N/A

140 List tests (e.g., radon, lead-based paint, well water) here: N/A

142 Describe additional inspections and tests, if any, at lines 447-478 or attach as an addendum per line 446.

143 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test,**  
144 **(e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
145 **material terms.**

146 **CLOSING** This transaction is to be closed (within \_\_\_\_\_ days after the exercise of this  
147 Option) (no later than November 30, 2024) **STRIKE AND COMPLETE AS APPLICABLE** at the  
148 place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday,  
149 or a federal or a state holiday, the closing date shall be the next Business Day.

150 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
151 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The**  
152 **real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or**  
153 **money transfer instructions.**

154 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing  
155 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or  
156 homeowners association assessments, fuel and \_\_\_\_\_

158 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

159 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

160 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

161  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
162 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS  
163 CHOICE APPLIES IF NO BOX IS CHECKED.

164  Current assessment times current mill rate (current means as of the date of closing)

165  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
166 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

168 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may**  
169 **be substantially different than the amount used for proration especially in transactions involving new**  
170 **construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact**  
171 **the local assessor regarding possible tax changes.**

172  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes  
173 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,  
174 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The  
175 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

176 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in  
177 this transaction.

178 **TITLE EVIDENCE**

179 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty  
180 deed (or condominium deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal  
181 representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and  
182 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for  
183 the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the  
184 Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general taxes  
185 levied in the year of closing and none other

186 \_\_\_\_\_  
187 \_\_\_\_\_ (insert other allowable exceptions from title, if any),  
188 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
189 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

190 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
191 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
192 **making improvements to Property or a use other than the current use.**

193 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional  
194 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and  
195 encumbrances that will be removed at closing.

196 **TITLE UPON GRANTING OF OPTION**

197 If the box at line 199 is not checked, no title insurance commitment shall be provided by Seller upon the granting of this  
198 Option.

199  A title insurance commitment shall be delivered to Buyer or Buyer's attorney not more than \_\_\_\_\_ days ("15" if  
200 left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery  
201 of such title evidence to be merchantable per lines 179-188, subject only to liens which will be paid out of the proceeds  
202 of closing and standard title insurance requirements and exceptions. (Seller) ~~(Buyer)~~ **STRIKE ONE** ("Buyer" if neither is  
203 stricken) shall pay for this title evidence.

204 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If the title insurance commitment delivered after the  
205 granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within \_\_\_\_\_  
206 days ("15" if left blank) after delivery of the title insurance commitment to Buyer or Buyer's attorney. Seller shall have  
207 \_\_\_\_\_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating  
208 Seller's election to remove or not to remove the objections by time of closing. If Seller elects not to remove said objections,  
209 or no election is made by Seller by the deadline at line 207, Buyer shall have (5) days to deliver written notice to Seller  
210 terminating this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall" if neither is stricken) to  
211 Buyer. If Buyer does not deliver timely written notice terminating this Option, Buyer's title objections made under the  
212 provisions of lines 204-206 are waived and the title evidence delivered to Buyer herein is deemed acceptable.

213 **TITLE UPON EXERCISE OF OPTION**

214 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
215 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
216 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by  
217 Buyer's lender and recording the deed or other conveyance.

218 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)  
219 **STRIKE ONE** ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
220 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
221 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
222 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines  
223 230-231).

224 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall  
225 be delivered to Buyer's attorney or Buyer not less than \_\_\_\_\_ days ("15" if left blank) after exercise of the Option showing  
226 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines  
227 179-188, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed and deemed  
228 acceptable to Buyer under the provisions at lines 204-212 unless otherwise agreed by parties, and standard title insurance  
229 requirements and exceptions.

230 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
231 Buyer's objections to title by the time set for closing. Seller shall have \_\_\_\_\_ days ("15" if left blank), from Buyer's delivery  
232 of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the  
233 time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall  
234 have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall  
235 be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating

236 this Option and Buyer's option fee (shall) (shall not) **STRIKE ONE** be returned ("shall not" if neither is stricken) to Buyer.  
237 Buyer may not object to title matters deemed acceptable under the provisions at lines 204-212 (if applicable).  
238 If Seller does not remove title matters agreed upon under the provisions at lines 204-208 (if applicable) by time of closing,  
239 or if there are any prohibited changes at lines 193-195, Buyer shall retain all remedies for a Default, if any, by Seller under  
240 this Option as stated at lines 315-318.

241 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.  
242 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES**: Special assessments, if any, levied or for work actually commenced  
243 prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall  
244 be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
245 describing the planned improvements and the assessment of benefits.

246 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
247 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses"**  
248 **are one-time charges or ongoing use fees for public improvements (other than those resulting in special**  
249 **assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm**  
250 **sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and**  
251 **street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

## 252 **DEFINITIONS**

253 ■ **ACTUAL RECEIPT**: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
254 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written  
255 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

256 ■ **BUSINESS DAY**: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
257 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
258 registered mail or make regular deliveries on that day.

259 ■ **DEADLINES**: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
260 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on  
261 the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
262 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
263 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and  
264 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a  
265 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

266 ■ **DEFECT**: "Defect" means a condition that would have a significant adverse effect on the value of the Property; that  
267 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or  
268 replaced would significantly shorten or adversely affect the expected normal life of the premises or adversely affect the  
269 use of the Property.

270 ■ **FIRM**: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

271 ■ **PARTY**: "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

272 ■ **PROPERTY**: Unless otherwise stated, "Property" means the real estate described at lines 5-7.

273 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Options that are preceded by an OPEN BOX (  ) are part  
274 of this Option ONLY if the box is marked such as with an "X". They are not part of this option if marked "N/A" or are left blank.

275 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
276 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
277 rounding, formulas used or other reasons, unless verified by survey or other means.

278 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
279 **building or room dimensions, if material.**

280 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii)  
281 the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller  
282 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant  
283 change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and  
284 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

285 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the  
286 earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this  
287 Option, except for ordinary wear and tear and changes agreed upon by Parties.

288 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** If, prior to closing, the Property is damaged  
289 in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly  
290 notify Buyer in writing, and will be obligated to restore the Property to materially the same condition that it was on the day  
291 this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable  
292 repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly  
293 notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry  
294 out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to  
295 the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any.

296 However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust  
297 for the sole purpose of restoring the Property.

298 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies  
299 of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
300 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
301 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing  
302 concession information and data, and related information regarding seller contributions, incentives or assistance, and  
303 third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv)  
304 distribute copies of this Option to the seller, or seller's agent, of another property that Seller intends on purchasing.

305 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
306 this Option at lines 447-478 or in an addendum attached per line 446. At time of Buyer's occupancy, Property shall be in  
307 broom swept condition and free of all debris and personal property except for personal property belonging to current  
308 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

309 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
310 conditions of this Option. A material failure to perform any obligation under this Option is a default which may subject the  
311 defaulting party to liability for damages or other legal remedies.

312 If **Buyer defaults**, Seller may:

- 313 (1) sue for specific performance if Buyer has exercised this Option; or
- 314 (2) terminate the Option and may sue for actual damages.

315 If **Seller defaults**, Buyer may:

- 316 (1) sue for specific performance; or
- 317 (2) terminate the Option and may sue for actual damages.

318 In addition, the Parties may seek any other remedies available in law or equity.

319 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and  
320 the discretion of the courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute  
321 resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to  
322 litigate in a court of law those disputes covered by the arbitration agreement.

323 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
324 **SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**  
325 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS**  
326 **CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING.**  
327 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

328 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller  
329 regarding the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds  
330 and inures to the benefit of the Parties to this Option and their successors in interest.

### 331 **CONDOMINIUM UNITS**

332 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium**  
333 **disclosure documents before entering into this Option. See lines (108-120).**

334 If the Property is a residential condominium unit, Seller must comply with the following:

335 ■ **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this  
336 Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The  
337 condominium disclosure materials include a copy of the following and any amendments to any of these [except as may  
338 be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or  
339 existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles  
340 of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract,  
341 employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (d)  
342 projected annual operating budget for the condominium including reasonable details concerning the estimated monthly  
343 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association  
344 will be a party; (f) general description of any contemplated expansion of condominium including each stage of expansion  
345 and the maximum number of units that can be added to the condominium; (g) unit floor plan showing location of common  
346 elements and other facilities available to unit owners; (h) the executive summary.

347 ■ **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after  
348 receipt of all the required disclosure documents or following notice of any material changes in the required disclosure  
349 documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and  
350 Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the  
351 disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt  
352 of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5  
353 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of  
354 the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following



355 delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.  
 356 A copy of any such amendments shall be delivered promptly to Buyer.

357 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**  
 358 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**  
 359 **disclosure materials or the requested missing documents.**

360 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**  
 361 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**  
 362 **OPINIONS.**

363  **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Option is contingent upon Seller delivering to  
 364 Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on  
 365 line 1 of this Option:

- 366 ♦ The Condominium Association's financial statements for the last 2 two years.
- 367 ♦ The minutes of the last 3 Unit owners' meetings.
- 368 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Option.
- 369 ♦ Information about contemplated or pending Condominium special assessments.
- 370 ♦ The Association's certificate of insurance.
- 371 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.
- 372 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held  
 373 by the Association.
- 374 ♦ Information regarding any pending litigation involving the Association.
- 375 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional  
 376 Association the Unit may be part of.
- 377 ♦ Other: \_\_\_\_\_

378 (hereinafter collectively the "listed materials").

379 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may**  
 380 **wish to verify availability prior to Seller's granting of this Option.**

381 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this Option  
 382 by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,  
 383 Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials  
 384 in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.  
 385 Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline  
 386 for Seller's delivery of the materials.

387 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials or**  
 388 **requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or requested missing**  
 389 **materials.**

390 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee  
 391 and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

392 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 393 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 394 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

395 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 396 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 397 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA  
 398 withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign  
 399 trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property  
 400 transferred, and the amount of any liability assumed by Buyer.

401 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
 402 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
 403 **upon the Property.**

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 405 condition report incorporated in this Option per lines 82-89, or (2) no later than 10 days after acceptance, Seller delivers  
 406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 412-414 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of  
 411 this Option and proceed under lines 315-318.

412 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
 413 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Option regarding  
 414 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

415 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any  
416 instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required  
417 under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction,  
418 Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement.  
419 Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration  
420 of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

421 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
422 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
423 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
424 FIRPTA.

425 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and  
426 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 428-  
427 443.

428 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line  
429 430 or 431.

430 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

431 Name of Buyer's recipient for delivery, if any: Karen Yancey, Executive Director

432  (2) Fax: fax transmission of the document or written notice to the following number:

433 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

434  (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
435 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the  
436 Party's address at line 439 or 440.

437  (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
438 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

439 Address for Seller: 6352 Highway 71, Storm Lake, IA 50588

440 Address for Buyer: 398 Mill Street, Box 588, Fontana, WI 53125

441  (5) Email: electronically transmitting the document or written notice to the email address.

442 Email Address for Seller: \_\_\_\_\_

443 Email Address for Buyer: kyancey@genevalakeconservancy.org

444 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
445 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

446  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Option.

447 **ADDITIONAL PROVISIONS** Buyer's obligation to conclude this transaction is contingent on receipt of Knowles  
448 Nelson & Ducks Unlimited grant funds in an amount satisfactory to buyer in order to conclude this transaction.

449 \_\_\_\_\_  
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478 \_\_\_\_\_

479 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ**  
480 **THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**  
481 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING**  
482 **YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS**  
483 **EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

484 This Option was drafted by [Licensee and Firm] Russell W. Devitt, Soffa & Devitt, LLC  
485 \_\_\_\_\_ on December 27, 2023

486 Buyer Entity Name (if any): Geneva Lake Conservancy

487 (x) \_\_\_\_\_ ✓  
488 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Karen Yancey, Executive Director Date ▲

489 (x) \_\_\_\_\_  
490 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

491 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
492 **OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
493 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
494 **COPY OF THIS OPTION.**

495 Seller Entity Name (if any): \_\_\_\_\_

496 (x) \_\_\_\_\_  
497 Seller's/Authorized Signature ▲ Print Name/Title Here ► Paul G. Peterson Date ▲

498 (x) \_\_\_\_\_  
499 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

500 This Option was presented to Seller by [Licensee and Firm] \_\_\_\_\_  
501 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

502 This Option is rejected \_\_\_\_\_ This Option is countered \_\_\_\_\_  
503 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

504 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to**  
505 **reference this Option.**

506 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 425-443) to Seller, Buyer hereby  
507 exercises this Option to Purchase.

508 Buyer Entity Name (if any): \_\_\_\_\_

509 (x) \_\_\_\_\_  
510 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

511 (x) \_\_\_\_\_  
512 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

**WB-24 OPTION TO PURCHASE**

Attorney

~~LICENSER DRAFTING THIS OPTION ON~~ October 9, 2024 ~~[DATE] IS (AGENT OF BUYER)~~ ~~(AGENT~~  
~~OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) (STRIKE THOSE NOT APPLICABLE)~~

The Seller (Optionor), Sharon Carlson, hereby grants to  
the Buyer (Optionee), Geneva Lake Conservancy  
an option to purchase (Option) the Property known as [Street Address] 40 acres of vacant land on Hospital  
Road, W 1/2 of W 1/2 of SW 1/4, Sec. 5, T2N, R18E (legal to govern \_\_\_\_\_ in the Town  
of Lyons \_\_\_\_\_, County of Walworth \_\_\_\_\_, Wisconsin, on the following terms:

**DEADLINE FOR GRANT OF OPTION:** This Option is void unless a copy of the Option, or separate but identical copies,  
is/are signed by all Sellers and delivered to Buyer on or before October 31, 2024 (Time is of the Essence).

**OPTION TERMS**  
~~OPTION FEE:~~ Any option fee of \$ \_\_\_\_\_ will be paid by Buyer to Seller with \_\_\_\_\_ days  
of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 71 of this Option is checked.

**EXERCISE DEADLINE:** This Option may only be exercised if Buyer delivers written notice to Seller no later than  
midnight on December 31, 2025 unless extended per lines 18-19.

**EXERCISE:** To exercise this Option, Buyer must sign and deliver (i) the notice at lines 506-512, or (ii) any other written  
notice which states that Buyer exercises this Option. If the Option is exercised, \$ \_\_\_\_\_ of the option fee  
and \$ \_\_\_\_\_ of the option extension fee, if any, shall be a credit against the purchase price at closing.

**EXTENDED OPTION TERM:** The Deadline to exercise this Option shall be extended until midnight on \_\_\_\_\_  
upon payment of an option extension fee of \$ \_\_\_\_\_ to Seller on or before \_\_\_\_\_.

**OPTION FEES:** Unless otherwise provided in this Option, the option fee and the option extension fee shall be nonrefundable.

**CAUTION:** If the option fees are to be paid into the listing firm's trust account or to a third party, specify in additional  
provisions at lines 452-474 or in a separate agreement attached per line 446. An escrow agreement should be drafted  
by the Parties or an attorney.

**TERMS OF PURCHASE:** If this Option is exercised per the terms of this Option the following shall be the terms of purchase:

**PURCHASE PRICE:** Four Hundred and Forty Thousand and 00/100 Dollars  
(\$ 440,000.00) will be paid in cash or equivalent at closing unless otherwise agreed in writing.

**INCLUDED IN PURCHASE PRICE:** Included in the purchase price is the Property, all Fixtures on the Property as of  
the date on line 1 of this Option (unless excluded at lines 33-34), and the following additional items: Subject property is  
vacant land

**NOTE:** The terms of this Option, not the listing contract or marketing materials, determine what items are included  
or not included.

**NOT INCLUDED IN PURCHASE PRICE:** Not included in purchase price is Seller's personal property (unless included  
at lines 28-29) and the following: Subject property is vacant land

**CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines  
38-47) to be excluded by Seller or that are rented (e.g., water softeners or other water treatment systems, LP  
tanks, etc.) and will continue to be owned by the lessor.

**FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or  
improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not  
easily removable without damage to the premises, items specifically adapted to the premises and items customarily  
treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and  
windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and  
cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor  
coverings; awnings; attached antennas; garage door openers and remote controls; installed security systems; central  
vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
fences; storage buildings on permanent foundations and docks/piers on permanent foundations. A "Fixture" does not  
include trade fixtures owned by tenants of the Property.

**CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures  
(e.g., water softener or other water conditioning systems, home entertainment and satellite dish components,  
L.P. tanks, etc.) on lines 33-34.

**CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and  
debris, if applicable.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: ~~XX) payment of option fees~~ ~~XX) payment of extension fees~~

(3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS**  
**APPLICABLE** and all other dates and Deadlines in this Option except:

\_\_\_\_\_. If "Time is of the Essence" applies to a date or Deadline,  
failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a  
date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

59 **RECORDING OF OPTION** Buyer (may) ~~(MAY)~~ **STRIKE ONE** record this Option at Buyer's expense.  
60 Buyer (may) ~~(MAY)~~ **STRIKE ONE** ("may" if neither is stricken) record a separate instrument evidencing this Option at  
61 Buyer's expense. If recording this Option or a separate instrument evidencing this Option, the parties agree to provide the  
62 applicable legal description and authenticated or acknowledged signatures as may be required.

63 **CAUTION: Failure to record may give persons with subsequent interests in the Property priority over this Option.**

64 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
65 under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written)  
66 (oral) **STRIKE ONE** lease(s), if any, are not applicable

67  
68 Insert additional terms, if any, at lines 452-474 or attach as an addendum per line 446.

69 **LEASE-OPTION PROVISIONS** **CHECK BOX ON LINE 70 OR 71, IF APPLICABLE:**

70  Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

71  This Option is contingent upon Seller and Buyer, within \_\_\_\_\_ days from the granting of this Option,  
72 entering into a written lease for the Property with minimum terms which shall include: term from \_\_\_\_\_  
73 to \_\_\_\_\_ and an initial rent of \_\_\_\_\_ per month or this Option shall be null and void.

74 **CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 70 OR 71 WAS CHECKED ABOVE:**

75  In the event that this Option is timely exercised, \$ \_\_\_\_\_ of each monthly rent payment of  
76 \$ \_\_\_\_\_ shall be applied to the purchase price while the balance shall be deemed solely  
77 rent that is retained by Seller.

78 **NOTE: Lenders may not recognize a credit for rent paid under a lease.**

79  Buyer may not exercise this Option unless Buyer is current with all rent.

80  Any material breach of the lease by Buyer shall also constitute a default under this Option.

81  
82 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option,  
83 Seller has no notice or knowledge of any Defects (lines 266-269) other than those identified in Seller's disclosure report  
84 dated \_\_\_\_\_ and, if applicable, Real Estate Condition Report dated \_\_\_\_\_ and, if  
85 applicable, Vacant Land Disclosure Report dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
86 signing this Option and which is/are made a part of this Option by reference **COMPLETE DATES OR STRIKE AS**  
87 **APPLICABLE** and \_\_\_\_\_

88  
89 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)**

90 **CAUTION: Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers**  
91 **with a Real Estate Condition Report as provided in Wis. Stat. § 709.03. If the Property does not include any**  
92 **buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be**  
93 **required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been**  
94 **inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, for**  
95 **example, personal representatives who have never occupied the Property. The law provides: "§ 709.02**  
96 **Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of**  
97 **sale or option contract, to the prospective buyer of the property a completed copy of the report . . . A prospective**  
98 **buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-**  
99 **99 day period, rescind the . . . option contract by delivering a written notice of rescission to the owner or the owner's**  
100 **agent." Buyer may also have certain rescission rights if a Real Estate Condition Report or Vacant Land Disclosure**  
101 **Report disclosing defects is furnished before expiration of the 10 days, but after the Option is submitted to Seller.**  
102 **Buyer should review the report form or consult with an attorney for additional information regarding rescission**  
103 **rights.**

104 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to  
105 Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this  
106 provision (lines 104-107), Defect does not include structural, mechanical or other conditions of which the Buyer has actual  
107 knowledge or written notice or which Buyer discovers prior to the exercise of this Option.

108 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized  
109 inspections, investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or  
110 tests Buyer intends to perform as part of Buyer's due diligence items on lines 138-142, 452-474, or attach as an addendum  
111 per line 446. In addition, Buyer may need to obtain and review documents relevant to financing approval, appraisals, or  
112 perform general due diligence activities for the transaction, including but not limited to: business records, condominium  
113 documents, maps or other information, municipal and zoning ordinances, recorded building and use restrictions,  
114 covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property.  
115 Buyer may also need to obtain or verify certain permits, zoning variances, other governmental or private approvals,  
116 environmental audits and subsoil tests, required road improvements, utility hook-up and installation costs, or other

117 development related costs and fees, in order to fully determine the feasibility of any proposed or planned development of  
118 the Property. Seller agrees to cooperate with Buyer as necessary to complete any due diligence items or any authorized  
119 investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise agreed by  
120 the Parties in writing.

121 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific authorizations are included in this  
122 Option. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the  
123 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
124 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
125 building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
126 inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice, if  
127 necessary to perform the activities authorized in this Option. Buyer or licensees or both may be present at all inspections  
128 and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct  
129 testing of the Property. Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections  
130 and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection  
131 and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution  
132 which may be required to be reported to the Wisconsin Department of Natural Resources.

133 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a  
134 Wisconsin licensed or certified appraiser and to conduct the following inspections and tests (see lines 121-132) ~~XXXX XXXXX~~  
135 ~~XXXX XXXXX~~ prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall be performed by a qualified independent inspector or expert, or an  
136 independent qualified third party. Inspections and testing shall be conducted pursuant to government or industry protocols and  
137 standards, as applicable.

138 List inspections (e.g., home, roof, foundation, septic) here: Buyer has the right to inspect the property to determine its  
139 satisfactory conservancy condition at least one week prior to closing.

140 List tests (e.g., radon, lead-based paint, well water) here: \_\_\_\_\_  
141 \_\_\_\_\_

142 Describe additional inspections and tests, if any, at lines 452-474 or attach as an addendum per line 446.

143 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test,**  
144 **(e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**  
145 **material terms.**

146 **CLOSING** This transaction is to be closed (within 90 days after the exercise of this  
147 Option) ~~(XXXX XXXXX)~~ ~~STRIKE AND COMPLETE AS APPLICABLE~~ at the  
148 place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday,  
149 or a federal or a state holiday, the closing date shall be the next Business Day.

150 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
151 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The**  
152 **real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or**  
153 **money transfer instructions.**

154 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing  
155 values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or  
156 homeowners association assessments, fuel and none other

157 \_\_\_\_\_  
158 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
159 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

160 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

161  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
162 taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS  
163 CHOICE APPLIES IF NO BOX IS CHECKED.

164  Current assessment times current mill rate (current means as of the date of closing)

165  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
166 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

167  \_\_\_\_\_

168 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may**  
169 **be substantially different than the amount used for proration especially in transactions involving new**  
170 **construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact**  
171 **the local assessor regarding possible tax changes.**

172  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes  
173 on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall,  
174 within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The  
175 Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-

176 closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in  
177 this transaction.

178 **TITLE EVIDENCE**

179 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty  
180 deed (or condominium deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal  
181 representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and  
182 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for  
183 the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the  
184 Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general taxes  
185 levied in the year of closing and none other

186 \_\_\_\_\_  
187 \_\_\_\_\_ (insert other allowable exceptions from title, if any),  
188 which constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute  
189 the documents necessary to provide a recordable conveyance and pay the Wisconsin Real Estate Transfer Fee.

190 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**  
191 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**  
192 **making improvements to Property or a use other than the current use.**

193 ■ **SELLER CHANGES PROHIBITED:** The Parties agree that Seller shall not rezone the Property or create any additional  
194 liens or encumbrances on title after Seller grants this Option without Buyer's prior written consent except for liens and  
195 encumbrances that will be removed at closing.

196 **TITLE UPON GRANTING OF OPTION**

197 If the box at line 199 is not checked, no title insurance commitment shall be provided by Seller upon the granting of this  
198 Option.

199  A title insurance commitment shall be delivered to Buyer or Buyer's attorney not more than 15\_\_\_\_ days ("15" if  
200 left blank) after Seller grants this Option showing title to the Property as of a date no more than 15 days before delivery  
201 of such title evidence to be merchantable per lines 179-188, subject only to liens which will be paid out of the proceeds  
202 of closing and standard title insurance requirements and exceptions. (Seller) ~~(Buyer)~~ ~~STRIKE ONE~~ ("Buyer" if neither is  
203 ~~stricken~~) shall pay for this title evidence.

204 ■ **TITLE NOT ACCEPTABLE UPON GRANTING OF OPTION:** If the title insurance commitment delivered after the  
205 granting of this Option is not acceptable, Buyer shall notify Seller in writing of Buyer's objections to title within 30\_\_\_\_  
206 days ("15" if left blank) after delivery of the title insurance commitment to Buyer or Buyer's attorney. Seller shall have  
207 \_\_\_\_\_ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating  
208 Seller's election to remove or not to remove the objections by time of closing. If Seller elects not to remove said objections,  
209 or no election is made by Seller by the deadline at line 207, Buyer shall have (5) days to deliver written notice to Seller  
210 terminating this Option and Buyer's option fee (shall) (shall not) ~~STRIKE ONE~~ be returned ("shall" if neither is stricken) to  
211 Buyer. If Buyer does not deliver timely written notice terminating this Option, Buyer's title objections made under the  
212 provisions of lines 204-206 are waived and the title evidence delivered to Buyer herein is deemed acceptable.

213 **TITLE UPON EXERCISE OF OPTION**

214 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of  
215 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall  
216 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by  
217 Buyer's lender and recording the deed or other conveyance.

218 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's)  
219 ~~STRIKE ONE~~ ("Seller's" if neither is stricken) cost to provide coverage for any liens or encumbrances first filed or recorded  
220 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance  
221 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or  
222 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines  
223 230-231).

224 ■ **DELIVERY OF MERCHANTABLE TITLE:** If Buyer exercises this Option, the required title insurance commitment shall  
225 be delivered to Buyer's attorney or Buyer not less than \_\_\_\_\_ days ("15" if left blank) after exercise of the Option showing  
226 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines  
227 179-188, subject only to liens which will be paid out of the proceeds of closing, any title evidence disclosed and deemed  
228 acceptable to Buyer under the provisions at lines 204-212 unless otherwise agreed by parties, and standard title insurance  
229 requirements and exceptions.

230 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
231 Buyer's objections to title by the time set for closing. Seller shall have \_\_\_\_\_ days ("15" if left blank), from Buyer's delivery  
232 of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections and the  
233 time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall  
234 have 5 days from receipt of notice thereof to deliver written notice waiving the objections, and the time for closing shall  
235 be extended accordingly. If Buyer does not waive the objections, Buyer may deliver written notice to Seller terminating

236 this Option and Buyer's option fee (shall) (shall not) ~~STRIKE ONE~~ be returned ("shall not" if neither is stricken) to Buyer.  
237 Buyer may not object to title matters deemed acceptable under the provisions at lines 204-212 (if applicable).  
238 If Seller does not remove title matters agreed upon under the provisions at lines 204-208 (if applicable) by time of closing,  
239 or if there are any prohibited changes at lines 193-195, Buyer shall retain all remedies for a Default, if any, by Seller under  
240 this Option as stated at lines 315-318.

241 Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.  
242 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced  
243 prior to the date this Option is exercised shall be paid by Seller no later than closing. All other special assessments shall  
244 be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution  
245 describing the planned improvements and the assessment of benefits.

246 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**  
247 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses"**  
248 **are one-time charges or ongoing use fees for public improvements (other than those resulting in special**  
249 **assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm**  
250 **sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and**  
251 **street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

#### 252 **DEFINITIONS**

253 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document  
254 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written  
255 notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

256 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
257 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
258 registered mail or make regular deliveries on that day.

259 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by  
260 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on  
261 the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner  
262 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of  
263 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and  
264 by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a  
265 specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

266 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that  
267 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or  
268 replaced would significantly shorten or adversely affect the expected normal life of the premises or adversely affect the  
269 use of the Property.

270 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

271 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both Buyer and Seller.

272 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

273 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Options that are preceded by an OPEN BOX (  ) are part  
274 of this Option ONLY if the box is marked such as with an "X". They are not part of this option if marked "N/A" or are left blank.

275 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
276 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
277 rounding, formulas used or other reasons, unless verified by survey or other means.

278 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
279 **building or room dimensions, if material.**

280 **BUYER'S WALK-THROUGHS** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii)  
281 the Buyer's exercise of this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller  
282 or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant  
283 change in the condition of the Property, except for ordinary wear and tear and changes agreed upon by the Parties, and  
284 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

285 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the  
286 earlier of closing or Buyer's occupancy, in materially the same condition it was in as of the date Buyer exercises this  
287 Option, except for ordinary wear and tear and changes agreed upon by Parties.

288 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING** If, prior to closing, the Property is damaged  
289 in an amount of not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly  
290 notify Buyer in writing, and will be obligated to restore the Property to materially the same condition that it was on the day  
291 this Option was exercised. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable  
292 repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly  
293 notify Buyer in writing of the damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry  
294 out this Option despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to  
295 the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any.

296 However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust  
297 for the sole purpose of restoring the Property.

298 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies  
299 of the Option to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the  
300 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession  
301 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing  
302 concession information and data, and related information regarding seller contributions, incentives or assistance, and  
303 third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv)  
304 distribute copies of this Option to the seller, or seller's agent, of another property that Seller intends on purchasing.

305 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
306 this Option at lines 452-474 or in an addendum attached per line 446. At time of Buyer's occupancy, Property shall be in  
307 broom swept condition and free of all debris and personal property except for personal property belonging to current  
308 tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

309 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and  
310 conditions of this Option. A material failure to perform any obligation under this Option is a default which may subject the  
311 defaulting party to liability for damages or other legal remedies.

312 If Buyer defaults, Seller may:

- 313 (1) sue for specific performance if Buyer has exercised this Option; or
- 314 (2) terminate the Option and may sue for actual damages.

315 If Seller defaults, Buyer may:

- 316 (1) sue for specific performance; or
- 317 (2) terminate the Option and may sue for actual damages.

318 In addition, the Parties may seek any other remedies available in law or equity.

319 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and  
320 the discretion of the courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute  
321 resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to  
322 litigate in a court of law those disputes covered by the arbitration agreement.

323 **NOTE: IF ACCEPTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**  
324 **SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**  
325 **PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS**  
326 **CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING.**  
327 **AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

328 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller  
329 regarding the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds  
330 and inures to the benefit of the Parties to this Option and their successors in interest.

331 **CONDOMINIUM UNITS**

332 **CAUTION: If this Option involves a condominium unit, Buyer should obtain and review the condominium**  
333 **disclosure documents before entering into this Option. See lines (108-120).**

334 If the Property is a residential condominium unit, Seller must comply with the following:

335 ■ **CONDOMINIUM DISCLOSURE MATERIALS**: Seller agrees to deliver to Buyer, within 10 days of Buyer exercising this  
336 Option, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33. The  
337 condominium disclosure materials include a copy of the following and any amendments to any of these [except as may  
338 be limited for small condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (8)]: (a) proposed or  
339 existing declaration, bylaws and any rules or regulations, and an index of the contents; (b) proposed or existing articles  
340 of incorporation of the association, if it is or is to be incorporated; (c) proposed or existing management contract,  
341 employment contract or other contract affecting the use, maintenance or access of all or part of the condominium; (d)  
342 projected annual operating budget for the condominium including reasonable details concerning the estimated monthly  
343 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association  
344 will be a party; (f) general description of any contemplated expansion of condominium including each stage of expansion  
345 and the maximum number of units that can be added to the condominium; (g) unit floor plan showing location of common  
346 elements and other facilities available to unit owners; (h) the executive summary.

347 ■ **BUYER RESCISSION RIGHTS**: As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days after  
348 receipt of all the required disclosure documents or following notice of any material changes in the required disclosure  
349 documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and  
350 Buyer does not receive all of the disclosure documents, Buyer may, within 5 business days after Buyer's receipt of the  
351 disclosure materials, either rescind the Option or request any missing documents. Seller has 5 business days after receipt  
352 of Buyer's request for missing documents to deliver the requested documents. Buyer may rescind the sale within 5  
353 business days after the earlier of Buyer's receipt of requested missing documents or the deadline for Seller's delivery of  
354 the documents [Wis. Stat. § 703.33(4)(b)]. Any document delivered to Buyer may not be changed or amended following



355 delivery if the change or amendment would materially affect the rights of Buyer without first obtaining approval of Buyer.  
356 A copy of any such amendments shall be delivered promptly to Buyer.

357 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the disclosure**  
358 **materials, requested missing documents or material changes or (2) upon the deadline for Seller's delivery of the**  
359 **disclosure materials or the requested missing documents.**

360 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. LICENSEES MAY PROVIDE A GENERAL**  
361 **EXPLANATION OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR**  
362 **OPINIONS.**

363  **CONTINGENCY FOR ADDITIONAL CONDOMINIUM INFORMATION:** This Option is contingent upon Seller delivering to  
364 Buyer, at Seller's expense, within 10 days of Buyer exercising this Option the information listed below that exists as of the date on  
365 line 1 of this Option:

- 366 ♦ The Condominium Association's financial statements for the last 2 two years.
- 367 ♦ The minutes of the last 3 Unit owners' meetings.
- 368 ♦ The minutes of Condominium board meetings during the 12 months prior to acceptance of this Option.
- 369 ♦ Information about contemplated or pending Condominium special assessments.
- 370 ♦ The Association's certificate of insurance.
- 371 ♦ A statement from the Association indicating the balance of reserve accounts controlled by the Association.
- 372 ♦ Any Common Element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspections, etc.) held  
373 by the Association.
- 374 ♦ Information regarding any pending litigation involving the Association.
- 375 ♦ The Declaration, bylaws, budget and/or most recent financial statement of any master association or Additional  
376 Association the Unit may be part of.
- 377 ♦ Other: \_\_\_\_\_

378 (hereinafter collectively the "listed materials").

379 **NOTE: Because not all of the listed materials may exist or be available from the Condominium Association, Seller may**  
380 **wish to verify availability prior to Seller's granting of this Option.**

381 ■ **BUYER RESCISSION RIGHTS:** Buyer may, within 5 business days after receipt of all the listed materials rescind this Option  
382 by written notice delivered to Seller. If the materials are delivered to Buyer and Buyer does not receive all of the listed materials,  
383 Buyer may, within 5 business days after Buyer's receipt of the materials, either rescind the Option or request any missing materials  
384 in writing. Seller has 5 business days after receipt of Buyer's request for missing listed materials to deliver the requested materials.  
385 Buyer may rescind the sale within 5 business days after the earlier of Buyer's receipt of requested missing materials or the deadline  
386 for Seller's delivery of the materials.

387 **The Parties agree that the 5 business days begin upon the earlier of: (1) Buyer's Actual Receipt of the listed materials or**  
388 **requested missing materials or (2) upon the deadline for Seller's delivery of the listed materials or requested missing**  
389 **materials.**

390 ■ **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee  
391 and any option extension fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

392 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
393 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
394 <http://www.doc.wi.gov> or by telephone at (608) 240-5830.

395 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
396 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
397 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA  
398 withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign  
399 trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property  
400 transferred, and the amount of any liability assumed by Buyer.

401 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**  
402 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**  
403 **upon the Property.**

404 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
405 condition report incorporated in this Option per lines 82-89, or (2) no later than 10 days after acceptance, Seller delivers  
406 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 412-414 apply.

407 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
408 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
409 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
410 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of  
411 this Option and proceed under lines 315-318.

412 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the  
413 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Option regarding  
414 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.



415 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any  
416 instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required  
417 under IRC § 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction,  
418 Seller shall deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement.  
419 Seller also shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration  
420 of forms, affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

421 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**  
422 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
423 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
424 FIRPTA.

425 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and  
426 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 428-  
427 443.

428 (1) **Personal:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line  
429 430 or 431.

430 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

431 Name of Buyer's recipient for delivery, if any: Karen Yancey

432  (2) **Fax:** fax transmission of the document or written notice to the following number:

433 Seller: (\_\_\_\_\_) \_\_\_\_\_ Buyer: (\_\_\_\_\_) \_\_\_\_\_

434  (3) **Commercial:** depositing the document or written notice, fees prepaid or charged to an account, with a  
435 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the  
436 Party's address at line 439 or 440.

437  (4) **U.S. Mail:** depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
438 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

439 Address for Seller: \_\_\_\_\_

440 Address for Buyer: 398 Mill Street, Fontana, WI 53125

441  (5) **Email:** electronically transmitting the document or written notice to the email address.

442 Email Address for Seller: \_\_\_\_\_

443 Email Address for Buyer: kyancey@genevalakeconservancy.org

444 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
445 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

446  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Option.

447  **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount  
448 of \_\_\_\_\_ (e.g., dollar amount, % of purchase price, etc.), toward Buyer's  
449 brokerage fees at closing. Payment made under this provision represents an economic adjustment only and does not  
450 create any agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and  
451 intended third party beneficiary of this contract.

452 **ADDITIONAL PROVISIONS** Buyer's obligation to conclude this transaction is contingent upon buyer's ability to use  
453 funds from a Knowles Nelson Stewardship Grant and a North American Wetland Conservation Act (NAWCA) Grant  
454 each in the amount of at least \$220,000.00. Buyer shall give notice to Seller of the meeting of this contingency at least  
455 60 days after exercise of this Option..

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475 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ  
476 THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE  
477 PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING  
478 YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS  
479 EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

480 This Offer was drafted by [Licensee and Firm] Soffa & Devitt LLC by Russell W. Devitt

481 **WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions  
482 sent via email. Funds wired to a fraudulent account are often impossible to recover.  
  
483 Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate  
484 agent, Firm, lender, title company, attorney or other source connected to your transaction. These  
485 communications are convincing and professional in appearance but are created to steal your  
486 money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate  
487 source.  
  
488 DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU  
489 calling a verified number of the entity involved in the transfer of funds. Never use contact  
490 information provided by any suspicious communication.  
  
491 Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or  
492 verification of any wiring or money transfer instructions.

493 Buyer Entity Name (if any): Geneva Lake Conservancy

494 (x) \_\_\_\_\_  
495 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Karen Yancey, Executive Director Date ▲

496 (x) \_\_\_\_\_  
497 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

498 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS  
499 OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE  
500 PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A  
501 COPY OF THIS OPTION.

502 Seller Entity Name (if any): \_\_\_\_\_

503 (x) \_\_\_\_\_  
504 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

505 (x) \_\_\_\_\_  
506 Seller's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

507 This Option was presented to Seller by [Licensee and Firm] \_\_\_\_\_

508 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

509 This Option is rejected \_\_\_\_\_ This Option is countered \_\_\_\_\_  
510 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

511 NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to  
512 reference this Option.

513 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 425-443) to Seller, Buyer hereby  
514 exercises this Option to Purchase.

515 Buyer Entity Name (if any): \_\_\_\_\_

516 (x) \_\_\_\_\_  
517 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

518 (x) \_\_\_\_\_  
519 Buyer's/Authorized Signature ▲ Print Name/Title Here ► \_\_\_\_\_ Date ▲

## 2024 GLC- Conservation Easement- Land Protection Projects - 10-23-24

Ref #	Property Name	Arces	Project Area	Status	Appraised Value or Purchase Price	Funding Breakdown	Board Champion	Expected Closing Date
CE38	Elizabeth Vollbrecht	49.03 Acres	LaGrange	Re-drafting and simplifying the CE to re-present to the Vollbrechts. Will be sending copies via certified mail.	CE	N/A	Kevin Brunner	4th Quarter
CE39	Clayton Kruse	40 Acres	Burlington	Issue regarding 550ft road frontage and appraisal by Troy Kruser for not being able to be further subdivided. Karen will be reaching back out to Troy.	CE	N/A	TBD	4th Quarter
CE40	Tom & Donna Neshek	111.13 Acres	Elkhorn	Steve Diamond to reach back out to them now that back from vacation to discuss next steps further. Also need to then obtain signed landowner letter.	CE	N/A	Steve Diamond/Karen Rappaport	4th Quarter
CE41	Janet Wukasch	0.72 Acres	Fontana	Meeting end of this year to rediscuss 1 or 2 parcels for protection.	CE	N/A	Mary Constable	4th Quarter or 2025
CE42	Willard Orchard	200-Plus	Honey Creek	Look into Federal Paid Conservation Easement option for this project.	CE	N/A	Cindy Milojevic	2nd Quarter of 2025
CE43	Pleasant Lake- Walter E. Smithe	54 Acres	KM	Property now purchased by Walter E. Smithe family. Karens friend, Liz Vanhorn possibility to introduce GLC to them. Reach out in Fall.	CE	N/A	Steve Diamond	N/A
CE44	Betsy Ferguson	2.4 Acres	LG	Awaiting Ms. Ferguson to reach back out to GLC when is ready.	CE	N/A	Tom Nickols	N/A
CE45	Mark Adsit	30 Acres	East Troy	Received call and sent over requested materials. Discussed meeting, but have not heard back from them. Reach back out this November.	CE	N/A	TBD	ON HOLD
CE46	Susan Terrilewithee	170 + Acres	Hackmatack	Worked with Sue in 2023, but was too busy at that time to proceed. Reach out in Nov.	CE	N/A	Mary Constable	ON HOLD
CE47	Georgia Kestol	58 Acres	LaGrange	Visited in Sept 2022 with Jim Jackley and Mark Bromley. Reach out in Nov.	CE	N/A	TBD	ON HOLD
CE48	Pam Ellis	81.62 Acres	Town of Lyons	Waiting until farm is paid off in 1 1/2 years to proceed with potential CE: Jan-June 2025. Reach back out in Nov.	CE	N/A	Kristen Freytag	ON HOLD
CE49	Northwind-Roy Diblik	10 Acres	Town of Lyons	Will be meeting with Roy this fall to discuss potential of conservation easement in conjunction with Sharon Carlson project.	CE	N/A	TBD	1st Quarter 2025
CE50	Bohling	1.5 Acres	Walworth	Historic conservation easement where civil war veterans and other settlers have been buried.	CE	N/A	TBD	4th Quarter

## 2024 GLC- FOL- Purchases & Donations- Land Protection Projects -10-23-24

Ref #	Property Name	Arces	Project Area	Status	Appraised Value or Purchase Price	Funding Breakdown	Board Champion	Expected Closing Date
A15	Ivanhoe III- Paul Peterson	2.41 Acres	Lake Ivanhoe	Property appraisal at \$160,000 now. Option will be extended from Oct 31st, 2024 to January 31st, 2025. Need \$8k in funds to close remaining.	\$160,000	KN	Kevin Brunner	Early 2025
A16	Sharon Carlson	40 Acres	Town of Lyons	KN application for \$245,000 accepted. Property appraised for \$440,000 and will have a 1-Year Option. Potential of other DU funds being available towards the cost.	\$440,000	KN Grant, DU, & private donations	Mary Constable	4th Quarter or 2025
A17	Kaminsky	0.36 Acres	Geneva Lake-Fontana	Village of Fontana will be proceeding with Mr. Kaminsky on the potential acquisition. Approx \$250,000 the appraisal came back at. GLC will be paying approx \$300 for half the appraisal cost.	Approx. \$250,000k for both lots	TBD	TBD	4th Quarter
A18	John Klug	0.23 Acres	Lake Como	Attend one more Plan Commission meeting this fall with Mr. Klug to give another chance at proceeding with the donation to the Town of Geneva.	Klug wants to donate to Town of Geneva	N/A	TBD	4th Quarter
A19	Maple Hills	0.14 Acres	Geneva Lake	Laurie Betlach interested in donating an adjoining lot to our Maple Hills wildlife preserve lot. Will be reaching out to Troy Kruser for appraisal if Laurie would like to proceed.	TBD when appraisal completed	Donation	TBD	2025
A20	Black Point Farms	5 Acres	Geneva Lake	Potential purchase of 5 acre lot on Black Pt Farms property we testified against. Developer waiting on County approval on septic issues/approvals.	GLC purchase	TBD	Kristen Freytag	ON HOLD
A21	Kishwauktoe / Hwy 50 Property	30.64 Acres	Geneva Lake	Brenda spoke with developer. He is looking to get Village to approve and would like to sell for over \$1 Million. He will approach us if he does not receive approval and would be willing to sell for less.	GLC purchase	N/A	Tom Nickols	Williams Bay proceeding on approval of subdivison
A22	WEP & YMCA Properties	103 Acres	Hackmatack	Most property restoration on WEP (103 Acres) has been completed, and will be in touch with Tom Munster to discuss water testing further. WEP recently purchased YMCA parcel, plans are still unknown for next steps for the 2 parcels which are 112 Acres total.	Expected \$1 million	Donation or, KN, Ducks Unlimited and private funds	Tom Nickols	ON HOLD
A23	Bob Youngquist	15.11 Acres	Lake Ivanhoe	Interested in GLC purchasing for appraisal value. Check back in this fall, and see if would like appraisal completed for property.	TBD		Kristen Freytag	ON HOLD

Property #	Easement	2023 Date	2024 Date	Time	Date Report Signed/Completed	Report Done	Pre letter sent	Sent in Mail	Complete
1	Styberg	6/15/2023	8/13/2024	3pm	Karen Reviewing	NO	YES	NO	NO
22	KNC	Aug 3rd	10/7/2024	10am	Kiera Drafting	NO	YES	NO	NO
6	Covenant Harbor	9/26/2023	6/4/2024	3pm	7/1/2024	YES	YES	YES	YES
5	Stenning/Driehaus	Sept 27th	6/5/2024 & 8/12/24	10am	Kiera DRAFTING	NO	YES	NO	NO
19	Hildebrand Woods	Aug 9th	6/11/2024	10am	7/1/2024	YES	YES	YES	YES
28	Colman Woods	Sept 13th	6/3/2024	2pm	7/1/2024	YES	YES	YES	YES
10	Home Depot	Aug 4th	7/3/2024	3:30pm	8/12/2024	YES	YES	YES	YES
15	Delavan-Piccolo	10/25/2023							
15	Delavan-Burke	10/25/2023							
9	Abbey Phase III	8/3/2023					Texted Twice		
14	Wooddale-Huml	10/16/2023	8/7/2024	1pm	9/26/2024	YES	YES	YES	YES
14	Wooddale-Khurana	10/16/2023	8/7/2024	1pm	9/26/2024	YES	YES	YES	YES
20	Westgate-Love	Aug 18th	7/17/2024	2pm	Kiera DRAFTING	NO	YES	NO	NO
2	McEssy	Sept 26th	8/16/2024	10am	Karen Reviewing	NO	YES	NO	NO
11	Tameling-Newton	10/27/2023	7/10/2024	10am	8/12/2024	YES	YES	YES	YES
7	Town of Linn/Kathy Leith	Sept 28th	10/16/2024	9am	Kiera DRAFTING	NO	YES	NO	NO
21	Fait-Vierhoff	11/1/2023							
12	Dr. Peterson/WWOA	Sept 5th	7/11/2024	1pm			YES		
17	Sugar creek	Oct 3rd	10/23/2024	9am	Jaden Drafting	NO	YES	NO	NO
3	Dr. Edward Petersen	7/28/2023	5/31/2024	10am			YES		
30	Brownstein	Aug 31st	7/8/2024	2pm	8/12/2024	YES	YES	YES	YES
35	Michael Fields	Oct 11th	10/23/2024	10:30am	Kiera DRAFTING	NO	YES	NO	NO
16	Black Point	Oct 26th	10/21/2024	9:00am	Kiera DRAFTING	NO	YES	NO	NO
25	Honey Creek	7/21/2023	8/7/2024	9am	Kiera DRAFTING	NO	YES	NO	NO
26	Nokomis Farm		8/7/2024		Kiera DRAFTING	NO	YES	NO	NO
27	Krusenbaum Farm		8/7/2024		Kiera DRAFTING	NO	YES	NO	NO
29	Woodlot/Yggdrasil		8/7/2024		Kiera DRAFTING	NO	YES	NO	NO
33	Hart		8/7/2024		Kiera DRAFTING	NO	YES	NO	NO
34	Grabowski		8/7/2024		Kiera DRAFTING	NO	YES	NO	NO
13	Charles Moelter	12/12/2023	10/17/2024	9am	Kiera DRAFTING	NO	YES	NO	NO
23	Griffith-Dean	9/20/2023	7/18/2024	1pm	Kiera DRAFTING		YES		
24	Griffith-Brian				Kiera DRAFTING		YES		
31	Windwood 1 LLC				Kiera DRAFTING		YES		
8	Cobalt Farms	11/2/2023	11/27/2024	2pm			Emailed		
4	Geraldson/Birches	11/7/2023	8/7/2024	2pm	Kiera DRAFTING		Emailed		
18	Woodstone Prairie	9/21/2023	8/8/2024	9am	Kiera Drafting	NO	Emailed	NO	NO
32	Holzinger Memorial	12/19/2023	10/17/2024	9am	Kiera DRAFTING	NO	Emailed	NO	NO
36	Spiegelhoff	11/1/2023	Fall				Called		
37	Knolland Farm	NA	7/16/2024	2:30pm	Jaden DRAFTING		Emailed		
38	Taylor	NA	Corn Harvest						

Property #	(FOL) Lands	2023 Date	2024 Date	Time	Date Report Completed	Report Done	File Cabinet
F1	Mill House	8/30/2023	6/14/2024	10am	6/14/2024	YES	YES
F2	Hermansen Woods	9/1/2023	10/4/2024	9am	Karen Reviewing		
F3	Maple Hills	9/11/2023	7/10/2024	11am	7/10/2024	YES	YES
F4	Rohner	8/30/2023	9/13/2024	10am	9/13/2024	YES	YES
F5	Hansen	9/13/2023	10/17/2024	3pm	Kiera Drafting		
F6	Stevenson/ Ken Jacobs	9/20/2023	6/14/2024	10am	6/14/2024	YES	YES
F7	Bromley I	8/22/2023	10/25/2024	1pm			
F8	Zabler	9/5/2023					
F9	Bromley II	8/22/2023	10/25/2024	1pm			
F10	Cimeley	9/1/2023					
F11	Ivanhoe 1	10/4/2023	10/19/2024	9am	Kiera Drafting		
F12	Ivanhoe 2	10/4/2023	10/19/2024	9am	Kiera Drafting		
F13	Bromley III	10/31/2023	10/25/2024	1pm			
F14	High Trees	NA	9/12/2024	10am	9/13/2024	YES	YES

# of CE Visits Completed	33
# of CE Visits To Be Done	7
# of FOL Visits Completed	9
# of FOL Visits To Be Done	5

# Dan Egan

PRESENTING

## *The Devil's Element:*

Phosphorus & A World Out of Balance

### EVENT PROFIT & LOSS STATEMENT

#### ***Income***

Ticket Sales: \$21,187.00  
General Donations: \$6,143.60  
**Total Income: \$27,330.60**

#### ***Expenses***

Advertising/Invitations: \$3,166.81  
Catering/Beverages: \$5,919.96  
Rentals: \$822.17  
Portable restrooms: \$980.00  
Credit Card Fees: \$200.11  
Shuttle: \$925.00  
Videographer: \$500.00  
Lodging for Speakers: \$577.56  
Centerpieces: \$100.00  
Misc. Supplies: \$63.05  
**Total Expense: \$13,254.66**

**TOTAL PROFIT: \$14,075.94**

*A Lake Gathering* with Dan Egan

## Social Media 2024

### February

Facebook Likes: 2.4k  
Facebook Followers: 2.8k  
Instagram Followers:  
1,354

### March

Facebook Likes: 2.5k  
Facebook Followers: 2.9k  
Instagram Followers:  
1,380

### August

Facebook Likes: 2.6k likes  
Facebook Followers: 3,040  
Instagram Followers: 1,424

### April

Facebook Likes: 2.5k  
Facebook Followers: 2.9k  
Instagram Followers:  
1,386

### May

Facebook Likes: 2.5k  
Facebook Followers: 2.9k  
Instagram Followers:  
1,390

### September

Facebook Followers: 3k  
Instagram Followers 1,432

### June

Facebook Likes: 2.5k  
Facebook Followers: 2.9k  
Instagram Followers:  
1,400

### July

Facebook Likes: 2.5k  
Facebook Followers: 3,009  
Instagram Followers:  
1,413

### October

Facebook Followers:  
3,073  
Instagram followers: 1,444

Highest Post Engagements as of October - these are NOT likes (Post reach)\*:

1. Blue-green algal bloom- post reach: 15,222 \*\* high engagement
2. 3,500 acres- Post reach: 12,943
3. Anglin Preserve volunteers: 2,161
4. Raptor Presentation: 1,775
5. Knowles Nelson Grant: 1,643 \*\* high engagement
6. Cicadas- Post reach: 1,240
7. Kid's Summer Classes- Post reach: 773
8. Children's Fishing Lesson winners- Post reach: 669

\*Reach - Number of people who saw any of your posts at least once. This metric is estimated

### Constant Contact (E-blasts)

Total contacts: 2,473  
Email open rate: 41%

Memorandum of Understanding

Document Number

Document Title



Doc # 899007

Recorded

February 04, 2015 11:17 AM

DONNA R PRUESS  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$30.00  
Total Pages: 5

Recording Area

Name and Return Address

Geneva Lake Conservancy  
Lynn M. Ketterhagen  
PO Box 588  
Fontana, WI 53125

STFV 00036, STFV 00037

Parcel Identification Number (PIN)

Drafted by: Peter McKeever, Attorney

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010



<p>MEMORANDUM OF AGREEMENT BETWEEN THE VILLAGE OF FONTANA, WISCONSIN AND THE GENEVA LAKE CONSERVANCY, INC.</p>	
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This is an agreement between the Village of Fontana ("Village") and the Geneva Lake Conservancy, Inc. ("GLC") regarding the management of a property of the Village known as the Fontana Fen.

WHEREAS, The Village is a municipal corporation in Walworth County, Wisconsin, which owns a parcel of land in the Village known as the "Fontana Fen" (hereinafter "Fen") and which is described in the legal description attached Exhibit A, which is incorporated herein as if fully set forth; and

WHEREAS, the GLC is a no-stock corporation incorporated in the State of Wisconsin having as its mission the protection of the environment character of the Geneva lakes region; and

WHEREAS, GLC donated the Fen to the Village by Warranty Deed dated July 15, 1986, and recorded as document # 132639 at Vol. 375 Page 271 in the Office of the Register of Deeds for Walworth County; and

WHEREAS, the Warranty Deed subjected the Fen to a series of conditions which are deemed covenants running with the land, to wit:

1. That the above-described land shall be managed as a native prairie and shall remain in the possession of the Village in perpetuity, and shall not be sold, assigned or otherwise transferred.
2. That there shall be no development or improvement to said property other than that which is consistent and in conformity with managing the property as a native prairie.

WHEREAS, both parties desire to ensure that the Fen be maintained in its natural condition per the terms of the covenants in the Warranty Deed; and

WHEREAS, the parties are desirous of assuring that those covenants are not violated and that the Fen, as a sensitive and rare natural resource, is properly managed in the future using best management practices; and

WHEREAS, GLC is prepared to accept certain responsibilities to periodically monitor the Fen to assure that there has been full compliance with the terms of the covenants; and

WHEREAS, GLC is qualified to monitor the Fen to assure compliance with the covenants in that it is experienced and capable of doing so; and

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The Village agrees and authorizes GLC to prepare, at the expense of GLC, a Baseline Documentation Report of the present ecological and biological condition of the Fen. Said Baseline Documentation Report shall consist of maps, photographs, plant and animal lists, and narrative, all documenting the condition of the Fen and to be used in the future as the basis for determining whether the condition of the Fen has changed from that depicted in the Baseline. Two color copies of the written Baseline Documentation Report will be provided to the Village by GLC at no cost to the Village.
2. GLC will inspect the Fen no less than every twelve months, comparing its condition at the time of inspection with that depicted in the baseline and with the covenants established in the Warranty Deed, and will then report the results of its inspection, in writing, to the Village's Park Commission.
3. In its report to the Park Commission, GLC will, if in its judgment it deems it appropriate to do so, make written suggestions for the management for the Fen. Those suggestions may concern, but are not limited to, invasive plants, soil and water conditions, visitor use, trails, fencing, signage, restoration, and land and water management.
4. GLC may use paid staff or unpaid volunteers to carry out its monitoring visits and the preparation of reports to the Park Commission.
5. GLC shall provide no less than 48 hours written or electronic notice to the Village of its planned monitoring visits.
6. GLC may use the Fen for tours and field trips for members of the public and for non-invasive research, and, as a courtesy, shall provide the Village with no less than 48 hours written or electronic notice of planned tours, field trips and research.
7. GLC is not authorized by this Agreement to make policy or management decisions regarding the Fen, or to implement or otherwise carry out, or direct others to do so, its recommendations, unless specifically authorized to do so, at Village expense, by the Park Commission.
8. The Village is responsible for the day to day management and restoration of the Fen and agrees to acquire and maintain liability insurance coverage related to the property in an amount not less than one million dollars (\$1,000,000). The liability insurance policy shall name GLC as an additional insured, if possible, and copy of the policy or a certificate evidencing the coverage is in effect shall be provided GLC on at least an annual basis.

- 9. This agreement shall have a term of five years, and shall automatically renew for successive five-year terms unless terminated by written notice by either party no less than ninety (90) days before the end of a term.

Dated this 8<sup>th</sup> day of September, 2014.

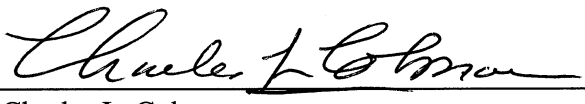
Village of Fontana

By   
 Arvid Petersen, Village of Fontana President

Attest:

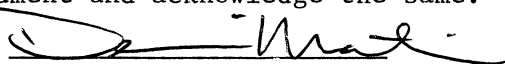
  
 Theresa Linneman, Village Clerk

Geneva Lake Conservancy, Inc.

  
 Charles L. Colman  
 Chairman, Geneva Lake Conservancy

This Memorandum of Agreement was approved by the Fontana Village Board on the 8<sup>th</sup> day of September, 2014 and by the Board of Directors of the Geneva Lake Conservancy on the 14<sup>th</sup> day of June, 2014.

Personally came before me this 14th day of June, 2014, the above-named Arvid Petersen, Theresa Linneman and Charles Colman, to me known persons who executed the foregoing instrument and acknowledge the same.

  
 Notary Public, Walworth County, WI  
 My Commission expires: 10/9/2016

## Legal Description – Fontana Fen

A part of Outlot 20 of the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin described as follows, to-wit: Commencing at the concrete monument, at the Southwest corner of said Outlot 20; thence North  $0^{\circ}25'$  West, along the West line of said Outlot, 128.98 feet to the northerly line of State Trunk Highway 67 and to the place of beginning; thence continuing North  $0^{\circ}25'$  West, along West line of Outlot 20 a distance of 1136.07 feet to a point 41.25 feet South of the North line of the Southeast  $1/4$  of Section 15, T1N, R16E; thence South  $89^{\circ}25'$  East parallel to said North line 486.70 feet; thence South  $0^{\circ}25'$  East 828.30 feet to the northerly line of said Highway 67; thence South  $57^{\circ}56'$  West along said northerly line of Highway 67, a distance of 571.62 feet to the place of beginning.

EXCEPTING therefrom a part of Outlot 20 of the Village of Fontana-on-Geneva Lake, Walworth County, Wisconsin, described as follows, to-wit: Commencing at a concrete monument at the North  $1/8$  section corner of the SE  $1/4$  of Section 15, T1N, R16E; thence South  $0^{\circ}25'$  East along the North-South  $1/8$  Section line of said  $1/4$  section 41.25 feet to the place of beginning; thence continuing South  $0^{\circ}25'$  East along said line 160 feet; thence South  $89^{\circ}25'$  East 114.70 feet; thence North  $0^{\circ}25'$  West 160 feet to the South line of Dewey Avenue 114.70 feet to the place of beginning.

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**RE: WisDOT Project 3325-08-00, WIS 67, Main St to Theatre Rd, Walworth County - conservancy coordination for impacts to Fontana Fen - GLEA and GLC**

---

**From** Karen Yancey <[kyancey@genevalakeconservancy.org](mailto:kyancey@genevalakeconservancy.org)>

**Date** Tue 10/1/2024 1:50 PM

**To** Kiera Theys <[ktheys@genevalakeconservancy.org](mailto:ktheys@genevalakeconservancy.org)>

**Cc** Patrick Kenny <[pkenny@vi.fontana.wi.gov](mailto:pkenny@vi.fontana.wi.gov)>; Scott Vilona <[svilona@vi.fontana.wi.gov](mailto:svilona@vi.fontana.wi.gov)>; [kevin.brunner1013@gmail.com](mailto:kevin.brunner1013@gmail.com)

Hi Martin: The Geneva Lake Conservancy would support an environmentally sensitive boardwalk across the fen as depicted on your preliminary map with the assurance that no heavy equipment would be used to construct the boardwalk. We have found Custom Manufacturing out of Fort Atkinson to be an excellent contractor to use in environmentally sensitive areas as their boardwalks require no heavy equipment or significant moving of soil.

We agree that it would be unsafe for pedestrians to cross the street twice as required under the other alternative you presented. While we have an MOU agreement with the village to manage the property, we do not hold a conservation easement so any changes in the deed or monetary compensation would need to go through the village. Please call me if you have any questions. Karen Yancey

Karen Yancey  
Executive Director  
Geneva Lake Conservancy  
398 Mill Street  
Box 588  
Fontana, WI 53125  
1-262-325-4923 (cell)  
1-262-275-5700 (office)



Geneva Lake Conservancy is accredited by the Land Trust Accreditation Commission. Accreditation is awarded to land trusts meeting the highest standards for excellence and conservation permanence.

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**From:** Kiera Theys <[ktheys@genevalakeconservancy.org](mailto:ktheys@genevalakeconservancy.org)>

**Sent:** Tuesday, October 1, 2024 1:40 PM

**To:** Karen Yancey <[kyancey@genevalakeconservancy.org](mailto:kyancey@genevalakeconservancy.org)>

**Subject:** Fw: WisDOT Project 3325-08-00, WIS 67, Main St to Theatre Rd, Walworth County - conservancy coordination for impacts to Fontana Fen - GLEA and GLC

Kiera Theys  
Land Protection Director  
Geneva Lake Conservancy

398 Mill Street, Fontana WI 53125

Office: 1 (262)-275-5700

Cell: 1 (847)-830-1541

Fax: 1 (262)-275-0579



---

**From:** Villaca, Martin - DOT <[Martin.Villaca@dot.wi.gov](mailto:Martin.Villaca@dot.wi.gov)>

**Sent:** Friday, September 20, 2024 5:34 PM

**To:** [director@gleawi.org](mailto:director@gleawi.org) <[director@gleawi.org](mailto:director@gleawi.org)>; Kiera Theys <[ktheys@genevalakeconservancy.org](mailto:ktheys@genevalakeconservancy.org)>; Karen Yancey <[kyancey@genevalakeconservancy.org](mailto:kyancey@genevalakeconservancy.org)>

**Cc:** Katie Nakles <[knakles@emcsinc.com](mailto:knakles@emcsinc.com)>; Tony Castle <[tcastle@emcsinc.com](mailto:tcastle@emcsinc.com)>; McElmeel, Timothy J - DOT <[Timothy.McElmeel@dot.wi.gov](mailto:Timothy.McElmeel@dot.wi.gov)>; LeVeque, Joshua - DOT <[Joshua.LeVeque@dot.wi.gov](mailto:Joshua.LeVeque@dot.wi.gov)>; [kday@vi.fontana.wi.gov](mailto:kday@vi.fontana.wi.gov) <[kday@vi.fontana.wi.gov](mailto:kday@vi.fontana.wi.gov)>

**Subject:** WisDOT Project 3325-08-00, WIS 67, Main St to Theatre Rd, Walworth County - conservancy coordination for impacts to Fontana Fen - GLEA and GLC

Some people who received this message don't often get email from [martin.villaca@dot.wi.gov](mailto:martin.villaca@dot.wi.gov). [Learn why this is important](#)

To Whom It May Concern:

The Wisconsin Department of Transportation is proposing improvements on WIS 67 in the Village of Fontana, Walworth County and has subcontracted with EMCS to perform design engineering services. A project location map is attached for your reference.

The primary project purpose is to extend the life of the WIS 67 pavement and provide a connection of ADA-compliant facilities between South Main Street and Dewey Avenue, as well as to reconstruct curb ramps within the project area to best meet ADA standards. There are two alternatives for the addition of a potential shared use path between South Main Street and Dewey Avenue. Alternative 1 would construct the path along the northwest side of WIS 67 and would require real estate from the Fontana Fen Park and St. Benedict Catholic Church property. Alternative 2 would construct the shared use path along the southeast side of WIS 67, which would require pedestrians and bicyclists to cross WIS 67 twice, once at South Main Street and again at Dewey Avenue and would also potentially require the construction of a small retaining wall. Comments received prior to, during, and after the first Public Involvement Meeting were 100% in favor of Alternative 1. See the attached exhibit depicting the two alternatives.

The current deed language for the Fontana Fen Park restricts the addition of a shared use path on the property. If Alternative 1 is fully supported by the adjacent property owners and the public, the Geneva Lake Conservancy and the Village of Fontana could amend the 1986 deed restrictions to allow for a shared use path or boardwalk to be placed in the Fontana Fen Property.

***Request for written response***

We are requesting at this time that the Geneva Lake Conservancy and the Geneva Lake Environmental Conservancy provide us with a response email or letter indicating support of Alternative 1, which would run through the Fontana Fen and require either permanent real estate or a permanent easement to be purchased from the Village. The design team is currently evaluating alternative types of a shared use path to minimize impacts to the fen, which includes an elevated boardwalk in environmentally sensitive areas. The path alignment is preliminary, and we will be refining it further as design progresses. We also have been collaborating closely with WDNR and SEWRPC on the proposed multi-use path through this resource.

We appreciate your feedback and involvement in this very important project. If you would like to coordinate a conference call or need additional information to prepare a response, please reach out to me and/or Katie Nakles with EMCS, [knakles@emcsinc.com](mailto:knakles@emcsinc.com), 414-939-7022.

Respectfully,

**Martin B. Villaca, P.E.**

Project Manager

(262) 548-6456 cell (414) 750-0426

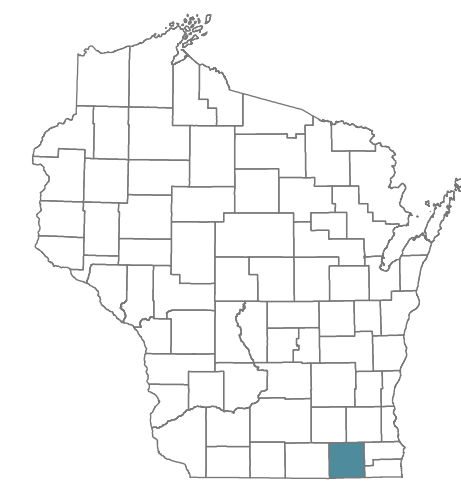
[martin.villaca@dot.wi.gov](mailto:martin.villaca@dot.wi.gov)

Wisconsin Department of Transportation

141 NW Barstow ST.

Waukesha, WI 53187





# WIS 67 IMPROVEMENTS

PROJECT I.D. 3325-08-00  
MAIN ST TO THEATRE RD  
WIS 67  
WALWORTH COUNTY

0 50 100 FEET



JULY 2024

- EXISTING RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY - GIS
- PROPOSED LIMITED EASEMENTS
- PROPOSED TEMPORARY EASEMENTS
- PROPERTY LINE
- MUNICIPAL BOUNDARIES
- PAVEMENT RESURFACING
- SIDEWALK
- SHARED-USE PATH ALTERNATIVE 1
- SHARED-USE PATH ALTERNATIVE 2
- BRICK PAVER
- WETLAND

VILLAGE OF FONTANA-ON-GENEVA-LAKE

ST. BENEDICT CATHOLIC CHURCH

DEWEY AVE

67

ABBAY RIDGE CT

POTENTIAL BOARDWALK

FONTANA FEN

ACTIVE STREAM

S MAIN ST

BIG FOOT COUNTRY CLUB



## 2008 GENEVA LAKE MANAGEMENT RESULTS

10/17/2024

Table 41 RECOMMENDED MANAGEMENT PLAN ELEMENTS FOR GENEVA LAKE (pages 144-146 of 2008 Geneva Lake Management Plan)

### LAND USE

**1. Observe guidelines set forth in the regional land use and Walworth County Plan.**

RESULT: NOT ACHIEVED Since 2008, development in the Geneva Lake watershed has increased and many environmental corridors remain unprotected. For example in the Town of Linn in 2023, a 20-acre plus parcel that contained most of an environmental corridor with a mature oak savanna was divided into four home sites with no protection for the oak trees. The Town of Linn does not have a tree ordinance requiring a permit to cut down trees. In looking at all the Environmental Corridors in the Geneva Lake watershed many of them are unprotected and vulnerable to development.

**2. Lakeshore Areas – Maintain historic lake front residential dwelling densities to extent practical and continue to enforce setback requirements; consider conservation development principles.**

RESULT: NOT ACHIEVED A new state law allowed any residential property to build boat houses and other improvements along the lakeshore and many have been built. At least two other lakefront estates-including Origer and Villa Horsten were developed into multiple home sites and several lakefront camps, suffering from pandemic losses are vulnerable to development, including Wesley Woods and Conference Point. While Fontana and Williams Bay have adopted conservation development principles, they have not been used in recent memory.

**3. Develop and implement consistent stormwater management ordinances in all riparian communities, especially development areas; periodic review of stormwater ordinances.**

RESULT: PARTIALLY ACHIEVED. Fontana, Williams Bay and Lake Geneva have stormwater ordinances. The Town of Linn, which controls most of the land in the lake's watershed, has no stormwater ordinance and allows the County to control stormwater issues. The county LURM department is very understaffed and unable to respond to all the requests and concerns in the Town of Linn about stormwater issues.

**4. Protecting environmental sensitive lands, including Fontana Prairie and Fen, Peninsula Woods, Williams Bay Lowlands and Wynchwood.**

RESULT: PARTIALLY ACHIEVED. The Village of Fontana was not willing to put a conservation easement on the Fontana Prairie or Fontana Fen leaving them vulnerable to development or sale by a future village board. The Village of Fontana, however, is currently managing them to protect the conservation values of the fen and prairie. Peninsula Woods (Colman Woods) and Williams Bay

Lowlands (Kishwauketoe and Helen Rohner Children's Fishing Park) are protected by a conservation easement held by the Geneva Lake Conservancy and Wynchwood is protected by a conservation easement held by the Jefferson County Land Trust.

## **POLLUTION ABATEMENT**

### **1. General nonpoint source pollution abatement for the entire tributary abatement area.**

RESULT: PARTIALLY ACHIEVED. The Water Alliance For Preserving Geneva Lake worked with UW-Whitewater Professor Dale Splinter and his students to conduct two years of testing on the approximately 15 tributaries of Geneva Lake suspected of bringing the most pollutants into the lake. The results allowed the Water Alliance and other partners to identify those tributaries that were the largest carriers of phosphorus, nitrogen and other pollutants into the lake. SEWRPC then completed studies of some of these tributaries developing preliminary recommendations for reducing these pollutants. In addition, the Conservancy worked with SEWRPC to identify the sources of pollution of Big Foot Creek, which brings the largest quality of total phosphorus into Geneva Lake.

### **2. Rural nonpoint source controls for entire tributary area. Promote sound rural land management practices to reduce soil loss and contaminant loadings through preparation of farm conservation plans in accordance with the county land and water resource management plan**

RESULT: NOT ACHIEVED Two of the large CAFOS south of Geneva Lake – Snudden Farms and Merry Waters have begun leasing land from farmers in the Geneva Lake watershed to spread manure. There are increasing complaints from landowners downstream of these farms that the tributaries are transporting manure into Geneva Lake. In addition, these CAFOS are regulated by the DNR and Walworth County has no jurisdiction over where they spread their manure. There has been some attempt by the Water Alliance to pay for cover crops on several farms within the watershed, but funds are not enough to sustain the continual use of cover crops. The County has one staff person to manage and oversee Nutrient Management Plans for all our farms in Walworth County.

### **3. Urban non-point source controls within the entire tributary area. Promote urban housekeeping and yard care practices through public educational programming and implement various urban nonpoint source controls including storm water management.**

RESULT: ACHIEVED While none of the municipalities listed nor the GLEA have implemented educational programming as suggested in the recommendations, the Geneva Lake Conservancy has implemented a program called Conservation@Home which is focused on using native plants to filter pollutants before they enter the lake and also a Keep It Blue program, which asks homeowners and businesses in the watershed to sign a pledge to minimize fertilizer use and use of other chemical and pollutants and more than 100 property owners have signed up for the program with others expected.

The Village of Fontana has a plan to address stormwater issues in several of its tributaries to Geneva Lake and has completed work on Van Sylke creek and plans work on other tributaries in the

watershed that are suffering from soil erosion and other issues due to stormwater runoff caused by the extreme storms in recent years. Other municipalities are also taking action to better control stormwater during extreme storms.

**4. Developing Area nonpoint source controls in the entire tributary area.**

RESULT: PARTIALLY ACHIEVED—While all municipalities have construction site erosion control and stormwater management ordinances, the County and other municipalities do not have the staffing to see that they are enforced. A recent example is a construction site where the owner removed all of the invasive species on a steep slope last year without a permit from the County and there was no erosion control for months but in spite of this the County granted him a building permit with the stipulation that he plant native shrubs and plants on the slope this fall more than a year after he removed the invasives. The house is almost complete and no plants have been planted on the steep slope and the county does not return phone calls regarding this property on which the Conservancy holds a conservation easement..

**5. Public sanitary sewage system management – conduct periodic review and refinement of sewer service area needs within sewer areas of the tributary.**

No information available as there is no centralized organization monitoring this.

**6. Onsite sewage disposal system management- implement onsite sewage disposal systems management including inspection and maintenance and provide system information to residents.**

RESULT: PARTIALLY ACHIEVED. The Town of Linn Sanitary District manages all the onsite sewage disposal systems in the watershed. While there has been testing of most of the sewage systems in the watershed since 2008, the Sanitary District has no authority to close down systems that are not operating correctly or at all. This authority is granted to the County and it is sometimes months or years before the County sees that these systems are repaired or replaced or the property is declared inhabitable.

Because septic systems do not filter out all of the phosphorus from human waste and some of it ends up in the surface or groundwater that feeds Geneva Lake there is continuing discussion by residents in the watershed that Town of Linn property owners should be required to build or join a centralized sewage system for treating waste to prevent further pollution of the lake from malfunctioning individual septic systems.

**WATER QUALITY**

**1. Water Quality Monitoring in West Bay – Continued participation in USGS monitoring program and consider participation in WDNR Expanded Self-help program at UW-Stevens Point.**

RESULT: PARTIALLY ACHIEVED – While the USGS continues to test spring and fall water quality, there is no system set up to report the results to the organizations responsible for the lake's

water quality. In addition, the GLEA and WDNR have not developed a set of procedures to determine and act on water quality reports that show health threats to humans and pets using the lake from algae blooms, aquatic chemical treatments and other lake pollutants. This has resulted in confusion and misinformation being communicated to the municipalities who manage public beaches and boat launches around the lake and to lakefront property owners, including businesses. A system to accurately report water quality concerns in a timely manner must be developed to protect the health of humans and pets and the economic costs of misinformation.

## **AQUATIC BIOTA**

### **1. Fisheries management – Protect fish habitat.**

RESULT: NOT ACHIEVED – More developed shorelines (due to a change in Wisconsin state law), additional and longer piers and motorboat wake and turbulence are blamed for a 2024 near-shore fisheries study that determined that species richness declined significantly since a 1978 near-shore fisheries study. No Comprehensive Fish Surveys have been completed since 2004 when that survey determined that native species richness had declined by 85 percent and rare environmental sensitive fish declined by 38 percent since 1978.

It is clear that fish habitat has been negatively impacted by shore habitat changes – including armoured shorelines and the decline of native aquatic species like watermifoil. The increase of invasion species like zebra mussels, quagga mussels, Starry Stonewort and other non-native species have also had an impact.

The GLEA and DNR report no programs to protect shoreline and littoral zone fish habitat since 2008. No structures have been installed besides pier cribs but the GLEA is exploring the addition of fish sticks and other structural habitats to the lake, including artificial boulder reefs.

### **2. Continue stocking of selected game fish species and monitor rough fish population.**

RESULT: ACHIEVED – The DNR has continued to stock game fish but there has been significant controversy over the stocking of muskies, which eat other game fish. In addition, the increase in the number and size of fishing tournaments on the lake has been cited as a concern for causing further decline in the overall fish population. GLEA also reports that it has observed decline in the number of rough game fish.

### **3. Enforce size and catch limit regulations**

RESULT: PARTIALLY ACHIEVED – While the number of fishing tournaments on the lake has increased, the hours spent by a DNR Warden on Geneva Lake have significantly decreased since 2008 and the lake only has one part-time warden to enforce size and catch limit regulations.

### **4. Aquatic Plant Management – Conduct periodic reconnaissance surveys of aquatic plant communities, update plant management plan every three to five years.**

RESULT: ACHIEVED – The GLEA has conducted aquatic plant surveys, which have shown an increase in forked duckweed indicating the lake is starting to become more eutrophic. They have also shown an increase in filamentous algae. The GLEA has been monitoring the aquatic

plant community annually using contractors and they are awaiting the results of the most recent survey, according to the GLEA. The presence of Starry Stonewort and other invasive aquatic plants has been a catalyst for the annual plant surveys, which continue to show the spread of aquatic species around the lake although the reports note that the healthy native plants have slowed this spread..

**5. Aquatic Plant Management – Provide and conduct programming on aquatic plants and various management measures.**

**RESULT: PARTIALLY ACHIEVED.** The GLEA reports that it included high school and elementary school students in its aquatic surveys this summer but no large public programming has been conducted.

**6. Aquatic Plant Management – Use limited herbicides for control of nuisance plants such as Eurasian water mifoil and purple loosestrife.**

**RESULT: NOT ACHIEVED –** GLEA reports that no chemical treatments of aquatic plants were conducted in recent years.

**7. Aquatic Plant Management – Mechanically harvest aquatic macrophytes to provide navigational channels and fish lanes, control nuisance plants and promote growth of native plants.**

**RESULT: NOT ACHIEVED –** GLEA reports that no mechanically harvesting has been conducted although they say some of the municipalities may have decided to do this on their own.

**8. Aquatic Plant Management – Manually harvest aquatic plants from around docks and piers where feasible.**

**RESULT: NOT ACHIEVED –** GLEA reports that some private property owners may have chosen to do this but they are unaware as no DNR permit is required. The City of Lake Geneva may have attempted mechanical harvesting in their Lagoon Outlet.

**9. Aquatic Plant Management – Collect floating plant fragments from shoreland areas to minimize rooting of Eurasian water mifoil.**

**RESULT: NOT ACHIEVED –** No collecting was completed by WDNR or GLEA and it is unknown if any collections were completed by private property owners.

**10. Invasive Species – Continue to monitor population size, make-up and distribution of invasive species, such as zebra mussels, purple loosestrife, Eurasian water mifoil.**

**RESULT: PARTIALLY ACHIEVED –**GLEA has deployed substrate sampler plates to monitor invasive mussel species. However, they report they are currently missing data from 2010-2015 and 2018-2019 for these monitoring efforts so comparisons will not be possible. They have not received the current monitoring results from their contractor. They have not completed the monitoring of the substrate sampler plates this year because they are

waiting for the DNR to come out to monitor with them. The GLEA says it has not conducted any monitoring of purple loosestrife other than noting its presence.

## **WATER USE**

- 1. Recreational Use Management-Enforce regulations governing the operation of watercraft and improve posting and notification of regulations and ordinances, including signage and materials at public recreational access sites to aid in the identification and control of exotic species.**

RESULT: PARTIALLY ACHIEVED – The Water Safety Patrol and Lake Police are effective in enforcing regulations governing watercraft but new regulations need to be developed concerning wake boarding and surfing, which is damaging shorelines and disturbing lake bottom sediment. In the last few years GLEA has obtained a Clean Boat Clean Waters DNR grant to monitor boat cleaning and educate the public on invasive plants but no signage has been put up at public recreational access sites to aid in the identification and control of exotic species. However, the Conservancy and GLEA have purchased CD3 equipment to help in cleaning boats and GLEA has installed manual boat cleaning equipment at public boat launch sites along with a QR code with information on invasive species. But no signage of invasive plants is present at public recreational access sites.

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## **ANCILLARY MANAGEMENT MEASURES**

- 1. Public Informational Programing – Conduct public informational programming using seminars and distribution of educational materials.**

RESULT: ACHIEVED – Several organizations including the Water Alliance, Conservancy and GLEA have offered public informational and education programming and materials. The Water Alliance since 2019 has sent out a letter each spring to lakefront property owners listing actions they can take to reduce phosphorus runoff, while the GLEA has held seminars on lake management structures, spearfishing, and muskellunge. The Conservancy has implemented the Keep It Blue program to educate property owners in the watershed on how they can reduce phosphorus runoff and the Conservancy’s Conservation@Home program teaches property owners how they can use native plants to filter pollutants, improve wildlife habitat, etc.

In addition, using the DNR’s Healthy Lakes program, the Conservancy has planted more than 100 buffer strips and rain gardens around Geneva Lake to filter stormwater runoff, educating homeowners associations, private property owners and caretakers of public and private institutions like Yerkes Observatory about lake health.

**2. Conduct public informational and educational programming on aquatic plants and options for their management.**

Waiting for information from GLEA.

**3. Support participation of schools in Project Wet, Adopt-A-Lake, etc.**

Waiting for information from GLEA.

Completed 10/17/24

# GENEVA LAKE CONSERVANCY, INC.

## MINUTES OF THE BOARD

**Saturday, July 13<sup>th</sup>, 2024, 8:30 a.m.**

**Don Parker's Office at Green Gables W3267 Snake Road, Lake Geneva, WI  
and via Zoom**

The meeting of the Board of Directors of the Geneva Lake Conservancy, Inc., took place on Saturday, July 13<sup>th</sup>, 2024 at Don Parker's Office at Green Gables W3267 Snake Road, Lake Geneva, WI and via Zoom conference call. The Directors present were Messrs. Parker, Diamond, Licht, Nickols, Olson, and Meses. Constable, Freytag, Milojevic, Owen, Rappaport and Steele. Joining the meeting via zoom was Messrs. Aschliman, Gray, Johnson, and Ms. Gardiner. Staff present were Meses. Abram, Karow, Theys, Thompson, Yancey and Mr. Nickelsen. Ms. Karow acted as Secretary.

**WELCOME AND CALL TO ORDER** – Mr. Parker welcomed the board and staff and called the meeting to order at 8:31a.m.

**INTRODUCTION OF NEW BOARD MEMBERS: TOM GRAY, MARK LICHT AND J. D. OLSON** – Mr. Diamond introduced and welcomed three new board members. Each of them gave a brief introduction.

**BOARD EDUCATION – USDA AGRICULTURAL CONSERVATION EASEMENTS** – Ms. Yancey presented information to the board about the USDA Agricultural Conservation Easements noting that this program is designed to help agricultural producers and private landowners conserve wetlands, productive farmlands and at-risk grasslands. She said that previously putting conservation easements on agricultural land was very costly but with new changes to the program, it is now possible. She said would like to see Ms. Elkins look further into this program. She would like GLC to look into properties near the Hackmatack and YMCA properties that may be eligible.

**APPROVAL & RECEPTION OF MINUTES** – Mr. Brunner asked for a motion to approve the Board of Director's meeting minutes and for the Board to review and receive the committee meeting minutes presented:

### MINUTES FOR APPROVAL

- 5/4/24 Board meeting
- 6/14/24 Special Board meeting
- 6/25/24 Executive Committee meeting

### MINUTES FOR ACCEPTANCE

- 5/8/24 Community Outreach meeting
- 5/9/24 Fundraising Committee meeting
- 6/4/24 Community Outreach meeting
- 6/13/24 Land Protection Committee meeting
- 6/13/24 Fundraising Committee meeting
- 6/24/24 Land Management Committee meeting
- 7/9/24 Finance Committee meeting



**A motion to approve the Board of Director’s meeting minutes was made by Mr. Diamond, seconded by Ms. Steele. The motion passed unanimously.**

**A motion to receive the committee meeting minutes was made by Mr. Nickols, seconded by Mr. Diamond. The motion passed unanimously.**

#### **FINANCE COMMITTEE**

- **Presentation of 2023 Audit** – Mr. Parker welcomed Mr. Jon Chamberlain and thanked him for coming to present his audit findings and 2023 Financial Statements. Mr. Chamberlain presented his report and reviewed the footnotes. He specifically pointed out the change in land management expenses over last year and said that this is due to the expenditures of restricted funds that are donated towards land purchases and maintenance. He said in preparing for this meeting that he notices that there are indeed some items in this account that need to be moved so he will be making that adjustment to bring this year’s figure down to actually be less than the prior year. He reviewed the footnotes highlighting the investment income of unrealized gains increased in 2023, he noted the two land purchases, new easement realized in 2023 and also noted the new footnote added this year to show that the organization is matching the newly implemented Simple IRA plan.

**A motion to accept the 2023 audit report subject to the change in the land management account was made by Mr. Aschliman, seconded by Mr. Diamond. The motion passed unanimously.**

- **Second Quarter Financial Reports** – Mr. Parker reviewed the second quarter financial statements. Mr. Diamond asked if this is typically the position that we are in in the second half of the year. Mr. Parker explained to the Board that we are a “4<sup>th</sup> Quarter Organization” and that the majority of our income is realized in the 4<sup>th</sup> quarter. He said that this is typically our low point and he anticipates with the upcoming events and leadership letters that we will be within our budgeted plan. Ms. Steele asked about funds being held at Greater Giving. Ms. Karow explained to the Board that Greater Giving is our fundraising platform and how we accept online donations and registrations. She noted that funds are batched out every Friday, and electronically transferred into our checking account and when no funds were transferred to us in June, she questioned. After speaking to customer service it was found that a form needs to be filed for cybersecurity reasons and that she will work with Ms. Yancey and Mr. Parker to get this completed this week. Mr. Diamond questioned the funds restricted for the Southwick Creek project and asked what we can do with these funds now that that project is suspended. Ms. Yancey clarified that the project is not suspended but has been put on hold with next step being to meet with Congressman Steil to discuss.

**A motion to accept the Second Quarter Financial Reports was made by Ms. Milojevic, seconded by Ms. Constable. The motion passed unanimously.**

- **Investment Committee Meeting Date** – Mr. Parker explains that there was an ad hoc committee that has not met in quite a while and with Ms. Owen taking the Treasurer role, it would be great to get a meeting on the calendar. Ms. Owen invited Board members to join this committee and invite anyone that has investment experience.

## **GOVERNANCE COMMITTEE –**

- **Bylaw Change to Move easement monitoring and violations back to Land Protection Committee** – Mr. Diamond explained and provided a handout providing description of the Land Management and Oversight Committee and Land Protection Committees. He said that now that there is an easement violation at hand, that it is more of a responsibility of the Land Protection Committee since it is in their scope of responsibility to negotiate the easements so since they have that background, it is in that Committee's best interest to handle violations. He proposes the change to the by-law for this change. He said a change to by-laws requires at least a week's notice and since the Board was not provided a full week of this requested change that it will be drafted and submitted at the next Board meeting.

- **Recommendation by Governance Committee to elect Ms. Nina Owen as Treasurer.**

**A motion to elect Ms. Nina Owen as Treasurer was made by Mr. Diamond, seconded by Ms. Constable. The motion passed unanimously.**

- **Recommendation by Governance Committee to elect Ms. Susan Steele as the Chair of the Advocacy Committee.**

**A motion to elect Susan Steele as as the Chair of the Advocacy Committee. was made by Mr. Diamond, seconded by Ms. Freytag. The motion passed unanimously.**

- **Recommendation by Governance Committee to elect Ms. Susan Steele as Vice-Treasurer.**

**A motion to elect Susan Steele as as Vice-Treasurer was made by Mr. Diamond, seconded by Mr. Licht. The motion passed unanimously.**

- **Committee Assignments for New Board Members** – Mr. Diamond said that he wanted to give the new Board members time to consider the various committees to serve on and he noted that there was a particular need for committee members on Finance, Land Management and Advocacy.
- **Review of Potential New Board Members** – Mr. Diamond said that when he came onto the Board three years ago, there were only 12 members and it was in his opinion that with all of the things GLC was doing, that wasn't enough. He noted that we are now up to 18 members and in Governance there was discussion to add another 3-4 members. He said he will be meeting four people in the next week to include Jeff Olson, Karen Hirn, Kevin Goggins and Will Snyder. He asked if anyone had opinions to reach out to him.
- **New Board Member Orientation** – Mr. Diamond said that he would like to get the orientation scheduled in September or October once we know if any additional members would be joining.

## **LAND PROTECTION COMMITTEE**

- **Ashburton Violations** – Ms. Yancey said that there is a violation on the former Driehaus property. She said the next step suggested by our attorney is to meet with them and their attorney to get a better understanding as to how they interpret the easement. She directed the Boards attention to the maps provided in the board documents. She said the items in

violation are a bee hive, chicken coop, fenced in garden and pickle ball court/fake turf area. She expects to have discussions in the next few weeks and will report back to the Land Management Committee.

- **Land Protection Summary** – Ms. Yancey & Ms. Theys reviewed the Land Protection Summary and noted that they toured the Vollbrecht Property and that the DNR has been targeting for years. She said woman who owns property is in her eighty's and very frail so they are hoping to get this one through very soon. Ms. Yancey said Clayton Kruse has a beautiful 40 acre property with an oak forest that she is working on to hopefully wrap up soon. She also highlighted that the Neshek's have over 100 acres on Pleasant Lake as it's quite a bit of lakefront that will be worked on in the 4<sup>th</sup> quarter. Ms. Yancey said she hopes to also begin the Willard Orchard in the 4<sup>th</sup> Quarter. She note that she would like to approach the Walter E. Smithe family, also on Pleasant Lake, by the end of the year. Betsy Ferguson letter is being reviewed by our attorney. Mark Adsit was visited a with a few years ago has called and may be closer to moving forward with an easement. She said the rest of the projects are currently on hold. Mr. Diamond asked if it would be necessary to "beef up the staff" in order to be able to move forward more expeditiously on these easements. Ms. Yancey said that she looks forward to moving on more of the agricultural easements next year and plans to put it in the budget for a part-time staff member next year.
- **Land Stewardship Summary** – Ms. Yancey reports that we have received both Knowles- Nelson grants so she looks forward to being able to move forward with the Carlson and Ivanhoe III properties. She notes that there are funds in our land acquisition fund so she will work to schedule a closing this fall for the Ivanhoe III property.

**A motion to to allow staff to exercise the option to purchase the Ivanhoe III property was made by Mr. Diamond, seconded by Mr. Nickols. The motion passed unanimously.**

She continued on to the summary noting that she accompanied Mr. Klug to the Town of Geneva meeting and they were very rude. She said she encouraged him to take a break for now. She then explained that Maple Hills was our first ever donation in 2000 and that there is a neighboring property owner that wishes to donate their property to allow us to expand that property but there are several family members who will need to agree. She went on to talk about an exciting opportunity in Fontana. She said that we received a letter a month ago from a land owner adjacent to the Hildebrand Woods that wishes to sell the property and is giving us first right of refusal. She noted that the property has an old home that would need to be taken down. She said that the Village of Fontana is also interested in this property so maybe it could be a joint venture. She said she is seeking an appraisal of the property and since the property has a trout stream that she hopes it might be eligible for a Ducks Unlimited grant. Mr. Diamond asked if a Knowles-Nelson grant could be applied for but Ms. Theys said she believes the property is too small. She said that the potential property near Kishwauketo may have been approved by the Village Board so this may no longer be a potential. She said that the Walworth Equity Partners has purchased the YMCA property and is developing a new management plan for the property and said that we should plan on approaching them about an agricultural easement. She said that Youngquist property may not move forward as he would like to donate but there are two other owners that don't wish to do so.

Ms. Theys asked the Board to review the GLC Fee Owned Land property update included in the Board packet. Ms. Steele said that she would like to see this report on the website.

- **Prairie Trust** – Ms. Theys discusses the GLC easement held on a property in Delavan with 556 acres. She said the former easement holder, Mr. Piening, has passed away and now the property owned by Prairie Trust. She reviews the summary that was provided to the Board. Ms. Yancey said that this is the largest property that we are being paid to help manage.
- **Monitoring Reports** – Ms. Theys reviewed the Monitoring summary and schedule that was provided to the Board. She reports that as of now seven visits are complete with a goal of reaching 35 monitorings for the year. She said we are definitely on track. Mr. Parker invited any interested Board members to tag along on a monitoring.
- **High Trees** – Mr. Nickelsen reports that his focus is currently on invasive removal. Ms. Yancey asked for the date when Jori and her sister will be here. Mr. Nickelsen said that they will be attending the summer event and there will be 10 of them. Ms. Yancey noted that for her Jori Friedman's generous donation of High Trees, she will be given the very first Al Hermansen Conservation Award at the summer event. The award was approved by the board at a previous meeting

#### **FUNDRAISING COMMITTEE**

- **July 25<sup>th</sup> Yerkes Event** – Ms. Thompson gives an overview of the plan for the upcoming July 25<sup>th</sup> Yerkes event with Doug Tallamy. She said there will be book available for purchase that he will sign. Mr. Nickols emphasized what a great speaker Doug is and encouraged members to attend. Ms. Thompson said that we are close to an attendance of 160 and she doesn't see a problem with getting to 200 guests. This event will have guided tours of the property. She asked for silent auction items if any members have any items or know of anyone that would like to donate.
- **September 6<sup>th</sup> Dan Egan Event** – Ms. Thompson said plans are underway for our Fall event with author Dan Egan. Ms. Yancey said it will be at the Colman's Boat House with a capacity of 150 guests. She said the GLA and Colman's are assisting with the underwriting of the event. There will be self-guided tours of the property.
- **Leadership Letters** – Ms. Yancey said the format for the letters will be updated for this year. Ms. Milojevic requested a QR code on the letters. Mr. Parker summarized the leadership letter process and asked Board members to look forward to receiving a stack of letters to put a personal note on.
- **Sponsorships** – Ms. Yancey said that Ms. Happ is gradually retiring but her main focus will be on sponsorships so that we can meet our goal of \$90k this year.
- **First Holly Ball Meeting** – Ms. Milojevic invites anyone interested to attend the meeting this week at her home. She said she is excited to report that the Carpool Karaoke video will have a sequel this year. Ms. Milojevic asked if anyone had a personal relationship with Molly Keller and if they could contact her to see if she would be the paddle auctioneer again this year.

#### **COMMUNITY OUTREACH COMMITTEE –**

- **Strategic Planning Meeting** – Ms. Steele spoke about compiling a strategic plan to more focus on what GLC is and our mission in the community. She presented a power point. She said through their discussions they are recommending that their committee become a the GLC Marketing and Outreach Committee. Mr. Parker requested a review of our

current strategic plan with new Board members. Mr. Diamond inquired on our new members. Ms. Yancey noted that she believe we are right around 600 with a goal of bringing that to 1000.

- **Newsletters** - Ms. Thompson said that the newsletter is going to the printer next week and will cover High Trees, Oak Sale, Oak Contest, the Fall event, Rohner events and more.
- **Rohner Park** – Ms. Thompson gave an overview of the Children’s Fishing Lessons, Nature Classes and Story times and highlighted the hard work of our Summer intern, Hannah Abram. She explained the new Kids Club to the Board. Ms. Rappaport commended the staff on the great work with the Nature Classes stating that she recently attended one. Ms. Thompson announced that the Small Nature Photo contest will happen again this year for ages 4 on up.
- **Conservation@Home** – Ms. Yancey reviewed Ms. Elkins’ report noting that she has met her goal for the Conservation@Work program for this year and is working to schedule more C@H visits to meet her goal.
- **Keeping It Blue Update** – Ms. Yancey said that this program is going great and that 2,000 letters were just sent to Lake Delavan and Geneva Lake homeowners to encourage them to sign the pledge.
- **Social Media Update** – Ms. Thompson gave a review of the likes and followers and noted the report included in the Board packet.

#### **ADVOCACY COMMITTEE**

- **Big Foot Farm** – Ms. Steele said she saw on Facebook that people were commenting on a new proposal. She said she will do more research regarding this project.
- **Black Point Farm** – Ms. Steele talked about WisDOT wants to put a pathway through the Fenn or on Abbey property. Ms. Yancey noted that GLC gave the Fen to Fontana and there may be some deed restrictions. She will look further into that.
- **Fall Meetings with Municipalities** – Ms. Steele noted that there’s a plan to start going to municipality meetings once per year to give an overview of what we do, what we’ve done and to build relationship with municipalities.

#### **OTHER ISSUES**

- **Search for New Development Director** – Ms. Yancey said that we will aim for September to begin narrowing the search
- **October 26 Board meeting 8:30am-11am** – Mr. Parker notes the meeting date and that he will be out of town so a different meeting location will need to be decided.
- **Knowles-Nelson Legislature** – Ms. Yancey announced a win in our favor in the legislature regarding the approval of Knowles-Nelson grants as the requirement for Joint Finance Committee to review requests over \$250,000 has been lifted.

#### **WATER ALLIANCE FOR PRESERVING GENEVA LAKE**

- **Big Foot Sampling** – Ms. Yancey explained that Ms. They went out with SEWRPC to test the red water at Bigfoot Beach. She said recently the GLEA found their old files and they determined that this water from Bigfoot Creek could be coming from old landfills.
- **Boat Count** – Ms. Yancey said we are wrapping up the boat counts for the year and will then have completed two years of counts

#### **ADJOURNMENT**

**There being no other business, a motion for adjournment of the Board of Director's Meeting to Executive Session was made by Mr. Diamond and seconded by Ms. Constable. The motion was approved unanimously and the meeting was adjourned at 10:34 a.m.**

DRAFT

# GENEVA LAKE CONSERVANCY, INC.

## MINUTES OF THE BOARD

**Monday, September 23<sup>rd</sup>, 2024, 1:00 p.m.**  
**Mill House, 588 Mill Street, Fontana, WI & Via Zoom**

The meeting of the Board of Directors of the Geneva Lake Conservancy, Inc., took place on Monday, September 23<sup>rd</sup>, 2024, 1:00 p.m. at the Mill House, 588 Mill Street, Fontana, WI and via Zoom. The Directors present were Messrs. Diamond, Licht, Nickols and J.D. Olson. Staff present were Mses. Happ, Theys, Thompson & Yancey. Directors joining the meeting via zoom was Messrs. Brunner, Gray, Johnson, Parker and Mses. Constable, Freytag, Gardiner, Milojevic, Owen and Rappaport. Staff joining via zoom was Ms. Karow. Ms. Karow acted as Secretary.

**Welcome and Call to Order** – Mr. Nickols welcomed the board and staff and called the meeting to order at 1:03 p.m.

Mr. Nickols addressed the board regarding the recent alleged algae bloom in Geneva Lake and he requests all Board and Staff to make no comment until there is more verified information to go on.

### GOVERNANCE COMMITTEE

- **Bylaw Change to Move easement monitoring and violations back to Land Protection Committee** – Mr. Diamond asked the Board to review the bylaw change that was included in the Board packet.

**A motion to approve the Bylaw change to move easement monitoring and violations back to Land Protection Committee as presented was made by Mr. Diamond, seconded by Mr. Licht. The motion passed unanimously.**

- **Election of new Board Members: Kevin Goggin and Jeff Olson** – Mr. Diamond presented the two candidates recommended by the Governance Committee and gave a brief bio of each proposed member. He noted that with the election of these two candidates, it will bring the Board to 20 members and then he thinks it will be a good time to step back and see if this is a sufficient number.

**A motion to elect two new Board members: Kevin Goggin and Jeff Olson was made by Mr. Diamond, seconded by Mr. Gray. The motion passed unanimously.**

Mr. Diamond noted that Mr. Goggin has agreed to be on the Finance Committee and that Mr. Haubrich is stepping down from the Land Protection Committee and will instead serve on the Land Management Committee as he has been appointed by Mr. Parker.

**A motion approve the appointments was made by Mr. Diamond, seconded by Mr. Johnson. The motion passed unanimously.**

## LAND PROTECTION COMMITTEE

- **Approval to move forward with the Clayton Kruse Conservation Easement** – Ms. Yancey explained that this easement is 40 acres and Mr. Kruse approached us about an easement back in March. Ms. Freytag talked about the properties high conservation value. Mr. J.D. Olson spoke of the beautiful features and lovely location. Mr. Brunner asked for a Board champion for this project and Ms. Freytag and Mr. J.D. Olson volunteered.

**A motion for staff to move forward with the Clayton Kruse Conservation Easement was made by Mr. Brunner, seconded by Mr. Gray. The motion passed unanimously.**

- **Nominations for awards to be given at Holly Ball** – Ms. Milojevic provided an overview of the two awards and this year's nominees.

**A motion to approve Chuck and Barbara Taylor for the recipient of the Conservation Stewardship Award was made by Mr. Diamond, seconded by Ms. Milojevic. The motion passed unanimously.**

**A motion to approve Charles and Jill Haubrich for the recipient of the Honorary Land Steward Award was made by Mr. Diamond, seconded by Ms. Milojevic. The motion passed unanimously.**

## OTHER ISSUES

- Ms. Yancey notes that the Knowles-Nelson grant for the City of Lake Geneva has been received. Mr. Nickols will be working with Ms. Yancey and the Mayor for its implementation.
- Mr. Diamond announced that the Board mixer dinner will again be in January with possible dates of the 3<sup>rd</sup>, 4<sup>th</sup> or 10<sup>th</sup>.

## ADJOURNMENT

**There being no other business, a motion for adjournment of the Board of Director's Meeting was made by Mr. Licht and seconded by Mr. Diamond. The motion was approved unanimously and the meeting was adjourned at 1:30 p.m.**



# **Geneva Lake Conservancy**

## ***Executive Committee***

Meeting Minutes

Thursday, October 10<sup>th</sup>, 2024

at 9 a.m.

**Don Parker's Office at Green Gables W3267 Snake Road, Lake Geneva, WI  
and via Zoom**

### **Opening**

The regular meeting of the EXECUTIVE COMMITTEE was called to order at 9am by Mr. Parker. Present members were Messrs. Brunner, Nickols & Parker. Staff present were Mses. Karow, Theys & Yancey. Members joining via Zoom were Mr. Diamond and Mses. Freytag & Owen. Staff present via Zoom was Ms. Thompson. Ms. Karow acted as Secretary.

### **2024 Operating Plan Review**

Ms. Yancey and staff reviewed the 2024 operating plan.

### **Review Preliminary Agenda for October 26<sup>th</sup> Board Meeting**

Ms. Karow notes that item E under VIII should actually be agenda item IX. No other changes needed.

### **GLEA/Water Alliance Discussion. a.) Who is the Water Alliance and what is our role? b.) Should we involve GLC in the politics of the GLEA and the Water Alliance**

Mr. Nickols gave an in-depth overview of how the Water Alliance started and highlighted the need for an updated Lake Management Plan. He summarized that the GLC has led the charge of updating the Lake Management Plan and its current involvement. There was discussion regarding future of the Water Alliance and the GLC's involvement. Mr. Parker posed the question on whether we should be involved. Ms. Freytag asked when the anticipated completion date of the management plan is and Ms. Yancey answered that it is expected to be done in the early first quarter of 2025. Discussion moved to whether or not there was an algae bloom. Ms. Yancey said that she will work to get the water test results.

### **Letter of support request, George Williams Development Plan – The Preserve**

Mr. Parker reviewed the project overview provided in the meeting packet. Mr. Diamond noted his desire to not get into this and he feels that we should ask for an easement and that be the extent of our involvement. Mr. Parker said that our position now is that we are not pursuing but that it needs to go to the Advocacy committee. He said that October 26<sup>th</sup>, we just need to let the owner know that we need more time to discuss.

### **Adjournment**

**With no other business to discuss, a motion to adjourn the meeting to Executive Session was made at 10:37 am was made by Mr. Parker, seconded by Mr. Nickols. The motion passed unanimously.**

**Geneva Lake Conservancy Land Protection Committee Meeting**  
**Minutes of the Land Protection Committee**  
**Tuesday, July 23rd, 2024**  
**9:15 a.m. at 398 Mill Street, Fontana**

**A meeting of the Land Protection Committee of the Geneva Lake Conservancy, Inc. took place on Tuesday, July 23rd, 2024. In attendance were Mr. Diamond, Mr. Johnson, Mr. Brunner, Mr. Nickols, and Ms. Freytag. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director.**

**The meeting was called to order at 9:25am.**

**I. Welcome (Kevin Brunner)**

**II. Kaminsky Property Discussion and approval to proceed on Appraisal**

Ms. Yancey stated that the proposed appraisal will cost \$650. Mr. Diamond recommended moving forward with ordering it. Mr. Brunner stated that we should certainly approach the Village of Fontana about this property for further discussion. He also stated that this is an opportunity for the Village to improve their stormwater management. Ms. Theys stated that it is her understanding that the creek has not yet been rerouted and this property would be a proposed new route for the creek to go if protected. Mr. Diamond stated we should proceed and figure out where issues may occur while awaiting the property appraisal value.

Mr. Diamond suggested that we use Doodle Poll to give suggested dates and times to meet for future meetings. Ms. Yancey stated that if the appraisal for the property comes back at \$300,000 or lower that we could most likely proceed, but if it comes back more expensive, we will most likely have to pass on this project. She also mentioned that we have a tight timeframe of September 30<sup>th</sup> on this project, which we were made aware of on June 10<sup>th</sup>. She reported that Mr. Kaminsky will be back in town on August 5th and will be meeting with him again then to discuss further. Ms. Yancey stated she does not believe a yellow book appraisal by Troy Kruser for \$2,000 would need to be completed for this property. This project would most likely not qualify for a lot of grant funding either, Ms. Yancey stated.

Mr. Brunner asked what the zoning for this property is, to which Ms. Yancey responded stating that it is two very small residential lots which would be buildable when combined. Ms. Yancey stated that the Village of Fontana has a new Parks Director, Scott Vilona, and he is in favor of trying to protect the lots. Ms. Yancey stated this topic was not mentioned at our last meeting because we had not heard back from Mr. Kaminsky for moving forward on the appraisal for this property. Mr. Brunner asked when the appraisal can be completed, to which Ms. Yancey responded in a couple of weeks, and that the appraiser lives very close to the property.

**Mr. Brunner motioned to move forward on the appraisal of the Kaminsky property. Mr. Johnson moved. Ms. Freytag seconded. Motion passed unanimously.**

**III. Other Issues**

None discussed.

**Meeting Adjourned at 9:34 am**

# GENEVA LAKE CONSERVANCY

## FUNDRAISING MINUTES

Tuesday, August 13 at 10 AM

A meeting of the Fundraising Committee of the Geneva Lake Conservancy, Inc. took place on August 13, 2024, at 10:00 AM at the Mill House and via Zoom. Present at the meeting were Mr. Nickols and Licht, and Ms. Owens. Geneva Lake Conservancy staff were Mses. Yancey, Happ, and Thompson. Ms. Thompson acted as secretary.

### Meeting Minutes

#### 1. 2024 Fundraising and Communication Plan – status

Ms. Thompson shared that she would send out a schedule for the leadership letters and when they should be sent out. Mr. Nickols recommended saving the draft of the leadership letter for the year end letter. The committee agreed. Ms. Thompson noted the Keep it Blue letters were sent out and the new member packets will be sent out this week. She also noted that the in-kind donation letters from the Summer event will be sent out this week. Ms. Yancey noted that the Brownstein lunch was set up as well.

#### 2. Sponsorships and new supporters

Ms. Thompson and Ms. Happ shared the fundraiser sheet, stating that the anticipated donations for 2024 were \$79,000 with the goal being \$90,000. Mr. Licht offered to reach out to Brunk for a sponsorship. Ms. Happ recapped the sponsorship list for the committee. Ms. Yancey suggested that she would ask Streblov for a sponsorship. Mr. Licht noted that he would ask Bob Clocker for a sponsorship. Ms. Happ noted that the best option for his business would be a \$5,000 sponsorship.

#### 3. 2024 Events

##### a. Summer Celebration with Doug Tallamy-July 25

Ms. Thompson noted that the silent auction brought in \$8,500, plus two extra donations that night.

##### b. Fall event with Dan Egan- September 6

Ms. Thompson noted that 64 people have signed up for the event as of today. Ms. Happ mentioned that she would reach out to Eric Olson, the moderator, to connect him and Dan Egan.

##### c. Holly Ball – Saturday, December 7

Ms. Thompson noted that she had started on the silent auction for Holly Ball. She mentioned that the theme is silver bells. Ms. Yancey mentioned that she has started on writing the script for the Holly Ball video.

4. Contributions

The current contributions were \$99,249

5. Other Business

6. Adjournment

There being no other business the meeting was adjourned.

Respectfully submitted,

Tai Thompson, secretary of the meeting

**Geneva Lake Conservancy Land Protection Committee Meeting  
Minutes of the Land Protection Committee  
Monday, August 19th, 2024  
2:00 p.m. via Zoom and at 398 Mill Street, Fontana**

**A meeting of the Land Protection Committee of the Geneva Lake Conservancy, Inc. took place on Monday, August 19<sup>th</sup>, 2024. In attendance were Mr. Johnson, Mr. Grey, Mr. Brunner, Ms. Constable, Ms. Freytag, Mr. Diamond, and Mr. Olsen. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director.**

**The meeting was called to order at 2:00pm.**

- I. Welcome (Kevin Brunner)**
- II. Possible Conservation Easement Violations**
  - a. Ashburton/Reyes**

Ms. Yancey reported that Ms. Theys monitored the property back in June and that there were some concerns over potential easement violations that she made the committee aware of in a previous meeting. She stated that Mr. Devit sent a summary of where he sees potential violations to the easement via email. Ms. Yancey then reported that herself and Ms. Theys met with Sue Papedis, Bridget Foody, and Kayla Ferrari who manage the property to discuss and see what was found during the monitoring. Ms. Yancey stated that there are at least 2 violations of the easement of concern. The first being the installation of a canopy structure for shade on the pickleball court and fake turf grass area where the former orchard used to be. She stated this is in violation of Section 2. E of the conservation easement. Ms. Papedis said that in 2003 Mr. Driehaus installed the Orchard in this space, which had just as much, if not more excavation of earth and installation of impervious surface when that project was completed. She also stated that the pickle ball court and turf area are both pervious surfaces. The Ashburton staff argues although they added new materials and structures, it is more environmentally friendly than all the concrete and stone that was previously there from the orchard. Papedis again reiterated the structures in the former orchard were placed back in 2003, and that the conservancy could have considered them a violation. She reported for the new project that most of the concrete was taken out but the vineyard like structures remain.

Ms. Yancey stated that the new canopy shade structure that was placed is of most concern to her. The Ashburton staff argued the structure is not permanent, as the roof retracts/detaches, but Ms. Yancey thinks it cannot be argued or seen that way. The second violation in the central open spaces zone would be for the placement of a chicken coop. She reported that Ashburton staff stated they just enlarged a previous shed that was placed there, but looking through old reports and paperwork, the GLC staff could not find any evidence of this shed prior to the chicken coop placement. The Ashburton staff also told Ms. Yancey and Ms. Theys the chickens are no longer there because it was just used for a children's birthday party, and then were removed after that. Ms. Yancey stated this would violate the easement in two ways, one would be the placement of a structure in the central open spaces zone, and the other would be the keeping of chickens considered as animal husbandry.

She then brought up the easement violation policy and went over the steps listed out in the document to follow when discovering a violation. She then stated that the Reyes family, who own the estate, made a \$25,000 donation to the GLC. Mr. Gray asked if this policy was provided for the family, to which Mr. Brunner responded stating yes, and that it was given during the closing of the property. Mr. Gray and Ms. Yancey stated that we should go back to them and their attorney with the policy to

ensure they know we are legally responsible for enforcing the easement. Mr. Brunner suggested sending them a formal letter listing the proposed violations and awaiting a response from them. Ms. Freytag brought up the previous conservation easement amendment that was done for the bathroom installation, which makes them aware of all the easement, violations and so forth. Ms. Yancey asked the committee if we should focus on the two structures that were put in the central open spaces where not allowed. She also brought up the garden that was placed in this same zone, which Mr. Devit believes violated Section 2. K, but Ms. Yancey does not believe so. Mr. Devit also brought up that the beehive would also be a violation, but Ms. Yancey does not believe that would be a violation because they are just trying to enhance pollinator habitat, and not a use for honey production. She then reported that Section 2. E & F would also potentially be in violation due to construction prep for each of the new structures placed.

Ms. Yancey stated that she believes we should just focus on the placement of the two structures as potential violations unless the committee thinks otherwise. Ms. Yancey read off several portions of the easement to the committee. Mr. Johnson suggested a zoom call with the property management again to discuss things further then following up with a letter as suggested by Mr. Brunner. Ms. Constable stated we should be factual with our listing of potential violations but that we are trying to work with them to resolve the issues at hand to adhere to the easement. Mr. Brunner stated we can thank them for the positive steps they have taken, but that the structures are not permissible. Mr. Diamond stated he cannot form an opinion on the matter yet. He stated we should not contact them until the letter is crafted and use that as a script when discussing the issues at hand with the Ashburton staff. Mr. Diamond stated that we should face the prospect that we could have a large lawsuit with these individuals. He stated that we should figure out which lawyer we would like to work with, whether that's Mr. Devit or a different attorney.

Mr. Gray suggested a motion for the formation of the letter, in which Mr. Diamond stated he could not form an opinion on at this time given all the photos and materials from the materials packet prior to the meeting. Mr. Diamond asked if Mr. Devit is experienced in court room work and wants to make sure that we prepared enough. Ms. Freytag suggested Ms. Gardiners father is a court attorney who might be of big help to us. She also agreed with Ms. Constable that we should lay out all the violations to give to the Ashburton staff for discussion. Mr. Brunner brought up the legal defense fund to help defend these easement issues or violations. Mr. Yancey brought up Terrafirma Insurance from the Land Trust Alliance as well to help in covering a certain amount of costs. Mr. Johnson brought up if we prevail in the case per the easement, that they would cover our attorney fees. Mr. Brunner asked the committee how they would like to proceed, keeping in mind that time is of the essence. Ms. Freytag brought up we have 45 days once they are formally contacted to act. Mr. Brunner suggested that the committee sets up a time to meet with Mr. Devit to discuss our next steps of action. Ms. Yancey asked what attorney we would like to investigate or get a second opinion from. Mr. Diamond suggested starting with Mr. Devit to get his thoughts and opinions. Mr. Brunner stated we already got somewhat of an opinion from Mr. Devit on the situation as listed in his email. Mr. Diamond stated that we should highly avoid going to court and resolve this in a different way.

**Mr. Brunner motioned that we contact our attorney Mr. Devit and set up a meeting with him and the land protection committee to discuss these issues further. Mr. Gray moved. Mr. Diamond seconded. Motion passed unanimously.**

**b. Geraldson/Rosenthal**

Ms. Yancey stated that this no longer needed to come forward to the committee but will be informational. She stated that Ms. Theys went out to monitor the easement recently and reiterated from last year that Mr. Rosenthal had the ability to install anything of residential use on the property if it is within the size and height requirements. She stated that Ms. Theys noticed during the monitoring the pool shed that was constructed, which was thought previously to not be allowed per the easement. It was determined that the pool house was allowed for all residential uses. Ms. Yancey reported this is one of our oldest easements written in 1990 and was used to protect the subdivision of the lots but did not protect any other aspect of the property. Ms. Yancey then discussed past issues we have had with the property in general. Ms. Freytag asked if the shoreline was replanted, to which Ms. Yancey stated no, and that we have a call into Casey Mullet with Walworth County to discuss the timeframe further. Mr. Diamond asked to see the email giving permissions for the pool shed, which was between Ms. Yancey and Mr. Cobb, and a copy of the easement.

**III. Ivanhoe Purchase Price & Possible Closing**

Mr. Brunner stated this would be the third Lake Ivanhoe parcel we would acquire and that we have a \$160,000 option and a \$78,075 Knowles Nelson Grant, which must be matched locally. He also stated the property has been appraised at \$145,000, and that the option would need to be exercised by November. Mr. Brunner asked if we offer the \$145,000 amount or the \$160,000 amount. Ms. Yancey stated that she spoke with Mr. Peterson and that the property was originally appraised at \$155,000 but when re-appraised for the Knowles Nelson application when down \$10,000 to \$145,000. She stated that Mr. Peterson will not budge on the price and will want \$200,000 because it is a buildable lot. Ms. Yancey suggested splitting the difference, but Mr. Peterson also denied that offer. Mr. Gray asked where the property was located. Ms. Yancey and Ms. Theys described the location to Mr. Gray. Mr. Brunner stated if we accept the \$160,000 option, that \$81,825 would be owed for the difference in the Knowles Nelson grant, but that we have sufficient funds to cover this project. Mr. Diamond asked when the option expires, to which Ms. Yancey stated November 30<sup>th</sup>.

Mr. Gray brought up the property might not be buildable and would know for sure based upon a perk test. Mr. Diamond stated to play hard when offering things to Mr. Peterson, and that we could even let him know the day before the option expires. Ms. Freytag stated a perk test would cost around \$275-\$400. Permission would also need to be granted to perform the test on the property. Mr. Diamond stated whether it is buildable or not doesn't matter, it's the value it was appraised at. Mr. Brunner asked if the appraisal value dropped, if that affects the funds given by Knowles Nelson. Ms. Yancey stated that she will investigate that further, but believes it is based on the \$145,000 appraisal amount. Ms. Yancey stated that Mr. Peterson is very difficult to work with and thinks he will put the property for sale for a higher amount once the option expires. Mr. Brunner reiterated that the committee agrees to offer the appraisal amount which the grant was based upon. He then stated that we could exercise the option at \$145,000 and hold out this offer until closer to the option deadline.

**IV. Sharon Carlson**

Ms. Yancey stated that at the last meeting, the committee voted not to proceed with this property because of the rules of the Knowles Nelson grant. She stated that Ms. Carlson is reconsidering now that the grant was accepted, but still has some concern over hunting. Ms. Yancey stated that we are now going to investigate NAWCA grant funding through Ducks Unlimited to help in covering the total cost of the property but does not know how high it will score in their ranking without other protected property surrounding it. She stated that she has a call into Roy Diblik to discuss a conservation easement for his Northwind Perennial Farm property. Ms. Yancey stated that the property would

make an excellent nature preserve with being only 7 minutes from downtown Lake Geneva and has a lot of conservation value. Mr. Yancey asked the committee to allow her to reinvestigate this project more and not to pass up this opportunity. Mr. Diamond asked how long the Knowles Nelson Grant is good for, to which Ms. Yancey replied 2 years.

**V. Kaminsky**

Mr. Brunner stated that we are still awaiting the appraisal for this project. Ms. Yancey stated that it sounds like the Village of Fontana is very interested in this project and wants to take the lead on it. She stated that Mr. Kaminsky is not only an attorney but also a judge in Minnesota. She reported that Mr. Kaminsky has two brothers that he will split the profits from the sale with, and they would feel much better selling it to a group who will protect it as open space. She stated he would like this project completed by year end, and he will be meeting with Village Staff to discuss further plans without GLC involvement. Ms. Yancey stated that we will attend the next Village of Fontana meeting to discuss further.

**VI. Vollbrecht**

Ms. Theys stated that we are in the process of drafting the easement and baseline documentation. Ms. Yancey stated that we would like to have completed by late August, early September. Ms. Theys also stated that she ordered the title commitment paperwork, which was reviewed by our GLC attorney Russ Devit. Mr. Brunner stated we have a goal of getting the paperwork completed, presented and approved at the next Board meeting in October.

**VII. Clayton Kruse & Board Champion Assignment**

Ms. Yancey stated that Mr. Kruse would like his easement completed before the end of this year for the tax deduction. She reported that we would have this easement up for review at the December Board Meeting. Mr. Brunner asked who would like to be the Board Champion for this property. Mr. Diamond nominated Mr. Olsen to be the Board Champion. Mr. Olsen stated that he lives near Burlington so that would work well.

**VIII. Land Protection Summary**

Ms. Theys went on to explain some of the potential conservation easement projects:

**Neshek:**

Ms. Theys started discussing the next steps for the Neshek property. Mr. Diamond stated that he would like further clarification before we go back out to visit the property. Ms. Yancey stated the visit would be for Ms. Theys to go out and get more details related to the project and proceed on which parcels would be included in the conservation easement. Ms. Theys stated that she emailed Mr. Neshek last week and sent him our last 5 conservation easement examples to review. Ms. Yancey stated she believes we have not received back from the Neshek's a signed landowner letter.

**Wukasch:**

Ms. Theys stated that she would be reaching back out to Ms. Wukasch to discuss next steps for the starting of her conservation easement by the end of the month. She stated Ms. Wukasch was still unsure which parcels she would like included under the easement.

**Willard Orchard:**

Ms. Yancey reported that herself and Ms. Milojevic met with Ms. Willard and they have resolved their ownerships issues over the 160 Acre orchard, but 200 acre easement. She stated this would be a test for our Agricultural Conservation easement program through the USDA. She then reported that we would get started on this project either at the end of this year, or early next year. She then stated the funding given would be half of what the conservation easement is worth. She confirmed that orchards



do qualify for this funding through the USDA office. She then reported this would be the first project that the GLC would do for the payment of a conservation easement.

**Walter E. Smith:**

Ms. Theys stated that we just had down that our contact Liz Vanhorn would be the one to introduce us to the Walter E. Smith family who now own the Pleasant Lake camp property. Ms. Yancey stated this is something we would pursue next year.

**Betsy Ferguson:**

Ms. Theys stated that the letter from Mr. Devit is attached related to the power of attorney. Mr. Brunner stated that the only thing we can do is wait on the Florida Attorney's to address these issues and give us some direction. Mr. Diamond stated there is confusion over who is responsible for what. He stated that we should have Mr. Nickols reach out to Ms. Ferguson to discuss things further regarding this letter and the questions we have. Ms. Yancey stated we need a letter that states that Ms. Ferguson is allowed to place a conservation easement on the property. It was restated by Ms. Freytag that we are looking for Mr. Nickols to reach out to Ms. Ferguson to discuss further, and for her to reach out to her Florida attorney to draft a letter stating that she can place a conservation easement on the property.

**Mark Adsit:**

Ms. Theys stated that a month or so ago that she had a phone call with Mr. Adsit to discuss things further. She stated that he requested some different materials to review, which she then sent to him after their phone call. She stated that she has not heard back from him yet. Mr. Diamond asked when Ms. Theys plans on reaching back out again, to which she responded that she will reach back out to him in October.

Ms. Yancey stated that the rest of the potential easements on the list are ones that have been on hold for a while. She stated that we will again call those individuals in October or November to see if they are still interested in working on this in 2025. She then stated that we are currently at capacity for projects for this year.

Ms. Yancey then went on to report about the potential acquisition projects:

**John Klug:**

Ms. Yancey stated that this project can come off our list. She stated that he originally wanted to donate the property/oak savanna atop of a ridge off Lake Como but was now in the process of investigating donating to the Town of Geneva. Ms. Yancey stated that she attended two plan commission meetings for the Town of Geneva with Mr. Klug, the first of which the committee moved forward with the idea of accepting Mr. Klug's donation. She then stated that the second meeting was very different, and individuals were very concerned over the costs and maintenance of getting the property donation. Ms. Yancey stated that she and Mr. Klug are going to make one more effort this fall to attend another meeting and present the donation again since the commission was quite rude at the last meeting. Mr. Olsen asked what size is too small of a property for GLC to acquire. Ms. Yancey stated that it depends on the conservation value and typically a minimum of 5 acres.

**IX. Bylaws Revision**

Mr. Brunner stated this revision was to recognize the Land Management Committee and its respected responsibilities vs the responsibilities of the Land Protection Committee. Mr. Diamond stated that he drafted the bylaw change, and that it incorrectly assigned the responsibility of conservation easement violations and monitoring to the Land Management Committee. He stated that he simply took the first

sentence of the bylaw in the current Land Management Policy and moved it to the last sentence of the Land Protection Committee Bylaw.

**Mr. Diamond moved that we approve this bylaw change and that it be submitted to the full Board at our next meeting. Mr. Olsen seconded. Motion passed unanimously.**

**X. High Trees Update & Endowment**

Ms. Yancey stated that she and Mr. Brunner will be having dinner at the property tonight to discuss things further with Ms. Friedman. Ms. Yancey brought up the idea she would like to bring up at the dinner of having an estate sale and the proceeds from that sale going towards the endowment for the property. Ms. Yancey stated that they are also doing a history of the property which will then be displayed eventually in a kiosk. She reported that Mr. Nickelsen is currently working on a draft of the document. Ms. Yancey stated that both Ms. Friedman and Carol, who live on the property have loved working with Mr. Nickelsen this past summer. Ms. Yancey reminded the committee that once Jorie vacates the property, Carol will no longer be able to live on the property and will have to relocate. Ms. Yancey stated that he will continue to work part-time for us while he is away at school. Ms. Yancey then reported that we are unsure as to when Ms. Friedman will officially vacate the property. Ms. Freytag asked how much money could potentially be brought in from the sale of the artwork. Ms. Yancey stated she was unsure, and that in the past we have in general just tried asking them for endowment funds towards the property but had no luck in acquiring any funding. Ms. Yancey stated that Ms. Segal, a neighbor, is very involved with the girl scout troops, and we would like to have a group out once Ms. Friedman vacates the property. Ms. Constable brought up the issues of invasive species such as buckthorn out at the property.

**XI. USDA Agricultural Conservation Easement implementation**

Ms. Yancey stated that we had already covered this topic in the discuss for the Willard orchard property. She did report that Ms. Elkins is going through the process of getting us in as a qualified organization so that we start the application process in 2025.

**XII. Other Issues**

Mr. Diamond asked that for setting up the meeting with Mr. Devit to discuss the Ashburton violations that Ms. Theys sends out a Doodle Poll to get available dates from everyone. He stated to only give the committee two days to respond to the poll. Mr. Brunner went over the action items from the meeting which included the following:

- Follow up information regarding the Geraldson/Rosenthal be sent out to the committee
- Holding the Ivanhoe option for \$145,000 until November
- Having the Vollbrecht conservation easement ready to go to the Land Protection Committee in September, and approved at the October Board meeting
- Having the Kruse conservation easement ready to go to the Land Protection Committee in November, and be approved at the December Board meeting
- Contacting Mr. Nickols to reach out to Ms. Ferguson to discuss with Florida attorney further
- Kaminsky donation proceeding with the Village of Fontana this fall
- Revised Land Management and Land Protection Committee bylaws move forward to the full Board for approval

**Meeting Adjourned at 3:24pm**

# GENEVA LAKE CONSERVANCY

## FUNDRAISING MINUTES

Tuesday, September 10 at 10 AM

A meeting of the Fundraising Committee of the Geneva Lake Conservancy, Inc. took place on Tuesday, September 10<sup>th</sup>, 2024, at 10:00 AM at the Mill House and via Zoom. Present at the meeting were Mr. Nickols and Licht, and Ms. Owens. Geneva Lake Conservancy staff were Mses. Yancey, Happ, and Thompson. Ms. Thompson acted as secretary.

### Meeting Minutes

1. Comedy Show Outreach- Kate Gardiner  
Ms. Gardiner did not discuss the comedy show due to limited time.
2. Leadership Letters  
Ms. Thompson mentioned that she is sending out letters to board members and would like them back as soon as possible. As she is receiving the letters back she is sending them out.
3. 2024 Fundraising and Communication Plan-status  
Ms. Thompson mentioned that the new member welcome letters are being sent out shortly, she has been advertising for the oak tree sale and contest and has started writing the Winter newsletter.  
Mr. Nickols recommended having an article in the winter newsletter on quagga mussels as well as continually having a Geneva Lake Management Plan update article in each newsletter.
4. Sponsorship and New Supporters
  - a. Status Report  
Ms. Thompson noted that she would send out the sponsorship list again since Mr. Licht has added new sponsorship opportunities.

Ms. Thompson also mentioned that she would send out new member packets to those who came to the Dan Egan event and signed up themselves.

Mr. Nickols recommended having benefits for members, such as early access for tickets to events. Ms. Happ noted that any membership level changes have to be changed in the bylaws. Ms. Happ mentioned that the Water Safety Patrol has a party for members. Ms. Gardiner agreed, saying that it is a popular event and people look at it as an honor to host it.

Ms. Gardiner suggested having social parties that are adjacent to what the Conservancy is doing but does not include specific programming.
5. 2024 Events
  - a. Fall Event with Dan Egan- September 6<sup>th</sup>  
Ms. Thompson mentioned that at the Dan Egan event there was a mix of new supporters and members.

Ms. Thompson mentioned that she has the video from the event and will post it on Youtube.

b. Holly Ball- Saturday, December 7

Ms. Thompson mentioned that there was an upcoming linen and flower meeting. She also noted that the silent auction is being worked on and she asked if any board members have silent auction donations that they reach out to her.

Ms. Thompson mentioned that the invites will be finalized within the week for Holly Ball.

6. Contributions (see attached)

Ms. Thompson shared the contributions through August 31<sup>st</sup>, 2024.

7. There being no other business the meeting was adjourned.

Respectfully submitted,

Tai Thompson, secretary of the meeting

**Geneva Lake Conservancy Land Protection Committee Meeting  
Minutes of the Land Protection Committee  
Monday, September 23<sup>rd</sup>, 2024  
1:30 p.m. via Zoom and at 398 Mill Street, Fontana**

**A meeting of the Land Protection Committee of the Geneva Lake Conservancy, Inc. took place on Monday, September 23rd, 2024. In attendance were Mr. Johnson, Mr. Brunner, Ms. Constable, Ms. Freytag, Mr. Diamond, Mr. Olsen, and Mr. Nickols. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director. Guests included Mr. Devit.**

**The meeting was called to order at 1:30pm.**

**LPC Agenda**

**I. Welcome (Kevin Brunner)**

**II. Committee Education- Model Conservation Easement**

Mr. Brunner stated that everyone received a copy of the Gathering Waters Model Conservation Easement prior to the meeting. Ms. Yancey stated she wanted everyone to receive a copy, especially the newest Board members, so they know how we draft our conservation easements. She reported the uniform model document was created in 2020-2021 and was done so to be used around the state for all land trusts writing their own conservation easements. Ms. Yancey proceeded to go through the first portion of the document with the committee. She stated the most important piece of the document is where it outlines the conservation purpose and values, which are used in grants the GLC applies for. Ms. Yancey later mentioned that most of our older conservation easements were not well written, so this model gives them a uniform outline and is much more comprehensive. Ms. Yancey continued to guide the committee through the remainder of the model document, including the protection zones, and answered any additional questions the committee members had.

**III. Ashburton Violation Letter Review**

Mr. Brunner started the conservation discussing the draft letter that was sent to Mr. Devitt for review. Mr. Devit then joined the committee on the call. Mr. Devitt stated that he reviewed the letter and suggested keeping the letter to a 45-day response period. Ms. Yancey stated that she and Ms. Theys went out to the property to discuss the new installations with Ashburton staff, but did not formally present them as being violations. She stated that she wanted to go back and confirm if these issues were violations of the easement documentation after the visit. Ms. Yancey stated that she researched permeable pickleball courts and permeable turf, and they are made for use.. Ms. Yancey clarified that there are certainly 2 violations at hand and the rest of the issues brought up at the past meeting would need to be investigated further. She stated that the former orchard was comprised of much more concrete and impermeable materials.

Mr. Diamond asked if Mr. Devitt has reviewed the GLC's Management and Oversight policy which discusses easement violation procedures. Mr. Devitt stated no, and Ms. Yancey stated that the actual easement would supersede the policy. Mr. Nickols brought up which is used vs. which is the governing document. Mr. Olsen brought up how the policy can be utilized as an owner's manual, but also would still need to respect what the easement document states. Mr. Olsen said that the conservation easement document in court would most likely supersede the violation policy.. He stated that if changes need to be made to the policy to be consistent that it should be further investigated. Mr. Diamond proceeded to read some portions of the policy out to the committee. Mr. Devitt stated that the letter as currently drafted will suffice, and that if we do not hear back from them after a 45-day

period, that we should resend the letter via certified mail. Mr. Diamond suggested adding in language regarding Section 7 from the conservation easement to the letter that will be sent. He then reiterated that we should continue to follow the policy closely, so we are properly following our procedures. Mr. Nickols asked if anything specific regarding the monitoring visit should be mentioned in the letter. Ms. Yancey and Mr. Devitt responded that we should just leave that out for now. Ms. Constable suggested that our first letter be sent via certified mail.

#### **IV. Review of Vollbrecht Conservation Easement**

Ms. Theys let the committee know that she has attached a draft of the Vollbrecht Conservation Easement for their review. She reiterated that Ms. Yancey had already gone through all the details regarding the outline of the easement. Ms. Yancey stated that this easement is a great example of the protection zones listed in the model. The oak savanna would be classified as the Highest Protection Zone, the agricultural land being the Standard Protection Zone, and the building zone being the Minimal Protection Zone. Ms. Yancey stated this property has been targeted by the DNR for quite some time, because it is the missing unprotected piece in the middle of the Kettle Moraine State Forest. She also mentioned that Tom Vollbrecht and his brother have done quite a bit of work on the property to remove all the buckthorn. She then reported that if Ms. Vollbrecht's property was to go to the rest of her children, that they would most likely subdivide the property. Mr. Diamond asked about the current access we have to the property, to which Ms. Yancey stated that most conservation easements don't allow for public access but could allow for educational tours or use for events. Mr. Diamond asked if there is language in there for enforcement of removal of invasive species. Ms. Yancey responded stating that the easement can state as time and resources allow, but we can not make it a requirement that they have to remove the invasive species. Mr. Diamond asked if the Vollbrecht's have reviewed the document yet, to which Ms. Theys stated that herself and Ms. Yancey will be meeting with them this coming Friday to review the documentation.

**Mr. Brunner motioned to move this draft to be reviewed by our attorney and the property owner, to then be presented to the full Board for approval. Moved by Mr. Diamond. Seconded by Mr. Olsen. Motion passed unanimously.**

#### **V. Kaminsky Update**

Ms. Yancey stated that she attended the Village of Fontana Board meeting and has been working with their Parks Commission Chair, Scott Villanova. She stated that Mr. Villanova is in favor of the Village purchasing this property. She then reported that the appraisal came back a bit lower than what Ms. Kaminsky was hoping for, at \$220,000 for the two lots. Ms. Yancey closed by reporting that the Village met in closed session last week and will be preparing a contract to present to Mr. Kaminsky for purchasing the property. Ms. Yancey said that GLC would be paying half the appraisal cost, which is about \$330. She then brought up the idea of naming rights for Mr. Kaminsky for the property once the Village purchases it.

#### **VI. Sharon Carlson Contact- Potential Small NAWCA funding**

Mr. Brunner mentioned that we are having Mr. Devitt draft an Option of the purchase of this property. Ms. Yancey stated the property is located on Hospital Rd across from Northwind Perennial Farm and is 7 minutes outside of Lake Geneva. She then listed the conservation values of the property which include the two tributaries, the oak savanna, wetlands, and prairie. She then reported that Ms. Carlson is keeping the other adjoining 40-acre parcel to build a retirement home on. She stated that Ms. Carlson was not happy with the \$440,000 appraisal from the Knowles Nelson Grant. Ms. Carlson would like to move forward, but still has concerns over hunting, which is a Knowles Nelson requirement. She then stated that we currently have three options, private funding, Knowles Nelson, and Ducks Unlimited NAWCA funding. Ms. Yancey stated that she would like Ms. Carlson to sign the \$440,000 option before proceeding further and applying for NAWCA funds, which would take up more

GLC staff time. Mr. Nickols asked if this project is worth pursuing, to which Ms. Yancey stated yes because of the conservation values, and the potential of Roy Diblik across the street also wanting to complete a conservation easement. Mr. Yancey also reiterated the proximity of the property to Lake Geneva for usage. Mr. Diamond asked if we decide to not privately raise funds, if we are in breach of the contract. Ms. Yancey responded if we did not receive enough private funds within the year to purchase it, then we just don't exercise the Option, and it expires. Mr. Brunner questioned if we were not to privately raise funds for the project, if we would even proceed. Mr. Diamond had concerns about the \$220,000 that would need to be privately funded. Ms. Yancey stated that if we received the KN and NAWCA funding, we would not need to privately raise any funds. Mr. Olsen suggested the Option be drafted for proceeding if \$220,000 is raised but doesn't need to specify or detail where the funds are directly coming from.

**Mr. Brunner motioned to proceed with giving Ms. Carlson the \$440,000 Option to sign, with a 1-year deadline. Moved by Mr. Nickols. Seconded by Ms. Constable. Motion passed unanimously.**

**VII. Roy Diblik- Northwind Potential CE**

Ms. Yancey stated that herself and Ms. Theys will be meeting with Mr. Diblik soon to discuss what he would like included in his 10-acre easement.

**VIII. Paul Peterson Update**

Ms. Yancey stated that the stalling on this is the \$15,000 amount difference in the appraisal that was completed back in February. She reported that she reached back out to Troy Kruser, our appraiser, to see about looking into more recent comps on similar properties and updating the appraisal. She estimated that we should be receiving the updated appraisal in about two weeks.

**IX. Reopening of Holzinger Memorial Nature Preserve**

Ms. Yancey stated that we were recently out at the property with the Prairie Trust folks, who are the current owners and managers of the property. She was impressed with the current state of the property and how much work they have put into mowing the trails and removing all the building structures. She then stated that we may want to put back out our GLC preserve sign once the hunting season is over. Ms. Yancey stated that we will need to check back in on the status of the Voluntary Access Program and whether they are renewing their contract with the DNR.

**X. Hillmoor & Anglin Family Nature Preserve- Grant from Wegner Essman**

Ms. Yancey stated that we have received a \$25,000 grant from Wegner Essman for the installation of bridges on the Hillmoor property last year. She stated that we could really use those funds for the building of the boardwalk at Lake Ivanhoe. She then reported that the City of Lake Geneva was awarded the Knowles Nelson Grant, which would cover the funds for those bridges if we were to transfer the funding to Lake Ivanhoe instead. She also mentioned that the foundation gave funds many years ago to White River County Park for the installation of that bridge on the property. Mr. Brunner mentioned that Mr. Scherrer is very close to the foundation and that Ms. Yancey should reach out to him. Ms. Yancey estimated that it would cost around \$72,000 for the installation of a boardwalk out at Lake Ivanhoe. Ms. Yancey clarified that we already received \$25,000 in funding from the foundation for the Lake Ivanhoe boardwalk, but the extra \$25,000 from Hillmoor would be very helpful towards our efforts. Mr. Diamond suggested that Ms. Yancey reach out to the City of Lake Geneva Mayor to discuss the moving of these funds further after speaking with Mr. Scherrer.

**XI. Land Protection Summary**

Ms. Theys let the committee know that she has been in contact with the Neshek's to discuss next steps for their potential conservation easement. Mr. Diamond brought up concerns he had concerning

who should be involved and going back out to the property. It was decided that Mr. Diamond would reach back out to the Neshek's after they returned from vacation on October 2<sup>nd</sup>.

**XII. Ferguson**

Mr. Nickols gave the background on GLC's initial contact with Ms. Ferguson several years ago. He stated that Ms. Ferguson reapproached the Conservancy about 2 years ago to consider the idea of placing a conservation easement on a portion of her property. He then discussed concerns that were brought up about her stepchildren and the status of the estate once Mr. Ferguson passes. Mr. Nickols stated that Ms. Ferguson would receive in full the guest house along with several lots, where the stepchildren would receive the large estate on the lakefront, which they would most likely end up selling. Ms. Yancey stated we will just continue our relationship with Ms. Ferguson until she reapproaches GLC.

**XIII. High Trees**

Ms. Yancey stated they had a nice dinner to conclude the season with several board members, and that they were able to get the insurance issues figured out. She then reported we still are unsure as to when Ms. Friedman will vacate the property, and that Carol who lives on the property is currently planning to stay on the property this winter. Ms. Theys mentioned that we should reach out to them regarding mowing of the trails so that they continue to be usable. It was also mentioned with hunting season quickly approaching that no trespassing and no hunting signs should be posted around the property's boundaries. Ms. Theys then reported that Friedman's have contracted Midwest Prairies to do some forestry mowing along the main driveway to open it up more and remove some of the buckthorn.

**XIV. Monitoring Update**

Ms. Theys stated she has completed about 26 conservation easement monitoring visits and completed 5 of our FOL monitoring reports. She reported that she has been giving Mr. Nickelsen more responsibility by completing the monitoring reports for certain properties. Ms. Theys brought up that she will most likely be conducting a drone monitoring for the Moelter conservation easement property.

**XV. George Williams**

Mr. Nickols stated that Liam Krehbiel, who is the individual proposing the new development at the former George Williams campus, still has an ongoing contract with Auora. He reported there are two meetings for the Village of Williams Bay in October regarding the development. He then stated that a timeline of closing was shown at the late August meeting. It was at that meeting that Liam presented interest in putting a conservation easement on the old front nine and old back nine of the golf courses. Mr. Nickols stated that from plan commission and board for the Village of Williams Bay there is usually pushback, but he thinks this will pass. He then presented the other ideas that were brought up for the potential usage of the property, then going into detail of what Liam is proposing. This idea being an exclusive and environmentally minded resort for guests coming to the Lake Geneva area. Mr. Brunner asked if there is a master plan proposal that has been presented for viewing, to which Mr. Nickols stated yes, and that it is posted on the Village of Williams Bay site.

**XVI. Other Issues**

Ms. Freytag and Mr. Nickols brought up that some lots near our Cobalt Farms conservation easement property are currently up for sale, as well as the Laser Electric property. She stated that the lots are currently going for \$2 million for 35 acres. Ms. Theys confirmed that the lots are not apart of our Cobalt Farms Conservation Easement which is North of the lots that are for sale. Ms. Constable brought up if there are concerns over the development of the lots, which Ms. Yancey stated that we would look up the current zoning.



Ms. Yancey then brought up a property that was presented to us by DNR employee Nathan Holoubek. The property is approximately 10 acres and is currently going for \$8,000 in an auction.

Ms. Yancey concluded the meeting by bringing up the \$400,000 RCPP grant that could potentially be put towards Wesley Woods in Williams Bay to undergo a paid conservation easement for the preservation of oaks. She let the committee know that she and Ms. Theys met with Tommy Gunn, from American Bird Conservancy, to look at the property. She stated that we will be meeting with the camp director, Jeff Casey, to discuss the options of this project further in October.

**Meeting was adjourned at 3pm**

GENEVA LAKE CONSERVANCY  
COMMUNITY OUTREACH COMMITTEE MINUTES

Tuesday, September 24, 2:00 PM via Zoom/In Person

A meeting of the Community Outreach Committee of the Geneva Lake Conservancy, Inc. took place on April 2, 2024, at 2:00 pm at the Mill House and via Zoom. Present at the meeting were Ms. Johnson and Milojevic, and community member Ms. Zimmermann. Staff present was Mses. Happ, Assistant Executive Director, and Thompson, Community Outreach and Fundraising Manager. Ms. Thompson acted as secretary.

Meeting Minutes

1. Welcome
2. Old Business

- a. Strategic Plan continuation

Ms. Steele mentioned how important it is to keep GLC messaging consistent, and it is important to inform our board members on GLC messaging. Ms. Yancey agreed and noted that it should be discussed at the next board of directors meeting.

Ms. Steele mentioned having Ms. Johnson spearhead the messaging for GLC. The committee agreed. Ms. Milojevic suggested focusing messaging on the lake as well as weaving in visuals into Holly Ball that includes ‘where we were, where we are, and where we’re going,’ that shows what GLC has accomplished.

3. New Business

- a. Oak tree sale/contest

Ms. Thompson noted that we are looking for oak submissions for the oak contest. She also mentioned that she will be sending out more emails to try to engage more people. Ms. Rappaport suggested someone she knows that has an oak tree. Ms. Thompson noted that she would follow up with her.

- b. Match Your Donation

Ms. Constable suggested that GLC should work with businesses that do a one-to-one match for fundraising. The committee agreed. Ms. Yancey noted that this messaging should be noted in the new Share the Vision brochure.

- c. Share the Vision brochure- update

Ms. Thompson noted that the Share the Vision brochure needs to be updated. She recommended the committee look it over and share their notes for updates on the next meeting.

d. Explore brochure- update

Ms. Thompson noted that the Explore brochure needs to be updated and is looking for updates from the committee.

4. Adjournment

**Geneva Lake Conservancy Land Protection Committee Meeting**  
**Minutes of the Land Protection Committee**  
**Tuesday, October 8th, 2024**  
**9:00 a.m. via Zoom**

**A meeting of the Land Protection Committee of the Geneva Lake Conservancy, Inc. took place on Tuesday, October 8th, 2024. In attendance were Mr. Diamond, Mr. Johnson, Mr. Olsen, Mr. Brunner, Mr. Nickols, Ms. Freytag and Ms. Constable. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director.**

**The meeting was called to order at 9:00am.**

- I. Welcome (Kevin Brunner)**
- II. Pickeral Lake potential acquisition**

Ms. Theys stated that most of the information and conservation values were listed in the email she sent out prior to the meeting along with the Project Evaluation Criteria packet. She stated that the property is adjacent to several other Nature Conservancy parcels. She then reported that she and Ms. Yancey connected with Mr. Miner and Ms. Shartner from The Nature Conservancy (TNC) to see if they were bidding on the parcel through the online auction. Ms. Theys then stated that they received a response back from the TNC staff that they were not bidding on the parcel and could not do the due diligence in time. Ms. Yancey stated it typically is a 3-month process for TNC to review a project, but that they did not see any environmental issues with the property. She stated that they could not give us 100% assurance, but that if GLC were to purchase the property that they would purchase it from GLC if at a reasonable cost that is within the appraised value. She reported that we need to follow our LTA rules and regulations, so an email vote of the whole Board would be needed to proceed. Ms. Theys stated the bidding closes tomorrow morning at 10am.

Mr. Brunner asked that TNC provides a letter of intent that they would intend to purchase the property from GLC in the future if we acquired it. Ms. Yancey stated that we would reach out to them for the letter of intent for purchasing the property for the amount bid. Ms. Yancey stated that we could limit the bidding to \$9,000. Mr. Brunner asked what the acreage TNC owns around Pickeral Lake. Ms. Theys reported she believes around 90 Acres. Ms. Yancey stated she did a visual inspection of the property, and it did not look to be degraded or have any phragmites on it. Mr. Olsen stated that he does not believe that TNC will make any sort of commitment currently because it would be violating their due diligence process. Ms. Yancey stated that TNC is required to use their in-house council. Mr. Olsen then asked that we consider reaching out to Ducks Unlimited about this project. He also stated that we should maybe reconsider reviewing our due diligence policies. He then brought up possible contamination on the property, and Ms. Yancey stated that the only way to truly tell this is a Phase 1 Enviro Assessment, in addition to our GLC environmental assessment. She then reported that we do not have an appraisal currently, but just report what Troy Kruser, our appraiser, has to say for the current value of wetlands.

Mr. Olsen questioned if we were following our own due diligence policies, and if the procedures are adequate. Ms. Yancey stated that we follow the Land Trust Alliance due diligence standards. Mr. Nickols stated we should get the letter of intent from TNC that

states we did our due diligence, and we will receive payment back for what we bid. Ms. Yancey asked what price we are interested in bidding to. Ms. Theys stated that the current bid is \$6,000. Mr. Brunner stated if wetland values are around \$3,000 that our cap would be \$11,580. Mr. Nickols stated that this property is unbuildable, and could be used for duck hunting, so he asked the committee what the downside to that would be. Ms. Theys stated that TNC is keen on getting this parcel to add to their current parcels for consistent property restoration. Mr. Brunner asked if TNC allows hunting on their adjoining properties. Mr. Yancey and Ms. Theys stated they did not know. Mr. Johnson stated that the tight deadline is a problem and that there are still too many unanswered questions. Ms. Yancey suggested that we reach out to Ducks Unlimited and Kettle Moraine Land Trust to make sure none of them are bidding on the parcels.

Mr. Nickols asked who the current owners of the property are, to which Ms. Theys responded stating it is a tax delinquent property, so it is currently owned by Walworth County. Ms. Yancey reported that TNC asked the County to hold the parcel until they completed their due diligence process, but the County would not do so. Mr. Olsen mentioned he noticed that the parcel is in the Pickeral Lake Fen/Natural Area. The committee asked if you could see who has bid on the parcel or any indication of how many bids there have been. Ms. Theys reported that there were currently 37 bids made. She stated that you can enter a max bid or your bid, and it goes up incrementally by \$75 dollars. Ms. Yancey stated if one of the other environmental groups is bidding on the parcel, that we would not get involved in the project anymore. Ms. Yancey asked if we should get the letter of intent from TNC and confirm that no other organizations are bidding on the parcel and reconvene this afternoon. Mr. Olsen asked if the parcel is surrounded by TNC land, or if it is connected to other private lands. Ms. Theys stated that Ms. Yancey met with the private landowners to the south who connect to the parcel of interest. These owners have a conservation easement with TNC on their property. She also indicated that they are not interested in bidding on the parcel. Mr. Brunner expressed his concerns over the tight timeframe for this project. Mr. Olsen asked what budgetary issues we might run into. Ms. Yancey stated the only issues she could think of would be not having the full amount to purchase a property we have an option on. She also stated that we will need to figure out if the property is open to the public or not.

**Mr. Nickols motioned for staff to proceed with due diligence, reapproach TNC for a letter of intent, figure out what price they would be willing to pay for the parcel, and confirm that another conservation organization is not bidding on the parcel. Subject to getting all the necessary information, the LPC will reconvene this afternoon and an email vote by the full Board would be conducted. Mr. Johnson seconded. Motion passed unanimously.**

### III. Other Issues

**Meeting Adjourned at 9:30 am**

**Geneva Lake Conservancy Land Management Committee Meeting**  
**Minutes of the Land Management Committee**  
**Monday, October 14<sup>th</sup>, 2024**  
**1:00 p.m. at 398 Mill Street, Fontana**

**A meeting of the Land Management Committee of the Geneva Lake Conservancy, Inc. took place on Monday, October 14<sup>th</sup>, 2024. In attendance were Mr. Diamond, Mr. Johnson, Mr. Gray, and Mr. Haubrich. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director.**

**The meeting was called to order at 1:10pm.**

- I. Welcome (Bruce Johnson-Chairman)**
- II. Budget vs. Spent**

**Maple Hills:** Ms. Theys reviewed the Budget vs. Spent list that was included in the meeting packet for each GLC owned property. She stated that we are waiting for an invoice for our Maple Hills property from Mr. Skolnick, owner of Heartland Land Creations, for work completed this year. She reported that we have a \$400 credit that will be used towards that \$600 estimated invoice.

**Rohner Park:** Mr. Diamond asked why so much has been spent out at Rohner this year. Ms. Theys responded stating that two projects took up a large amount of that spending, one being \$9,700 in tree work from the tornado that passed through Williams Bay, and the other being \$4,600 for a new Native American planter garden. The costs also included trash, electricity, internet, and other planned projects. Ms. Yancey stated that we have a separate restricted account for more than \$400,000 to be allocated towards extra costs. She said that we will eventually only have the interest made from those funds to be put towards yearly costs for Rohner park. Ms. Yancey then brought up that Mr. Rohner provided additional funding for Phragmites treatment this year, which has been an ongoing issue for several years now. Mr. Johnson brought up the conflicts and issues we have had with Mr. Killian and others for Kishwauketoe in the past, the main topic of concern being the phragmites issue. Ms. Yancey brought up that the Kishwauketoe property continues to have large amounts of buckthorn that need to be taken care of. Ms. Theys stated that she had the annual monitoring with Mr. Skalla this year, and that Mr. Skalla would be approaching the Village of Williams Bay to discuss whether KNC or the Village oversees the phragmites treatment for their property. Ms. Yancey suggested that Mr. Johnson be on conduit for any future issues we may encounter regarding KNC due to Mr. Johnsons relationship with Mr. Killian. Mr. Johnson offered to set up a walk and talk discussion for the Rohner property with Mr. Killian to talk about any ongoing issues or concerns.

### III. GLC FOL Properties List Updated

**Bromley:** Ms. Theys reported that we will be utilizing the RCPP grant for Bromley to conduct forestry mowing on 15 acres this winter. Mr. Diamond asked how much the RCPP grant is for Bromley, to which Ms. Theys stated 15 acres each year over a 3-year period. Ms. Theys stated that we do not have a dollar amount that we know we will be receiving until work is completed and we add up the listed reimbursement costs, which will cover under half of the spent amount. She stated that there is a volunteer workday on Nov 15<sup>th</sup> for out at the property. She will also be obtaining a quote for trail mowing for all 3 Bromley parcels. Bromley III will be having a volunteer workday in January with individuals from the Pheasants Forever Chapter and Clayton Frazer. Ms. Yancey stated that we will be having a dedication this spring of Bromley III paired up with our Kettle Moraine Birding Festival. She then discussed the issue our oak savanna experienced the past 2 years due to the Spongy Moths, which killed off many of our savanna trees. Mr. Johnson brought up that once the oaks start aging out and dying, that they will start transitioning into a hardwood forest, so why should we combat that process. Ms. Yancey stated the push from the Oak Recovery grant is to save and establish oak woodlands, which is why we are working so hard to push for oak regrowth. Further discussion ensued regarding the spongy moth treatment and populations.

**Zabler:** Ms. Theys stated that we have plans for doing forestry mowing and phragmites work this winter out at the Zabler Preserve and have obtained three different quotes from Eco Resource, Midwest Prairies, and Tallgrass to get estimates. She also mentioned the restoration objectives we have been trying to establish with Alice Thompson & Associates. Mr. Haubrich mentioned that we are looking for funding from US Fish and Wildlife for the Zabler Preserve restoration project around the pond.

**Mill House:** Ms. Theys stated that we have been working on the remainder of the Mill House memorial gardens this year along with other miscellaneous projects. She will be putting Mr. Nickelsen in charge of getting the rocks with plaques for the new gardens from this year.

**Hermansen:** Ms. Theys reported that Hermansen Woods had quite a bit of storm damage, with several trees that needed to be removed that were covering the trail. She also mentioned that Zach Kron from SEWRPC came out to the property and did a species inventory, and that Mr. Nickelsen did the annual monitoring for the property. Ms. Theys stated that she will direct Mr. Nickelsen to go out for smaller trail cleanup now that Mr. Hermansen can no longer access the trails due to his age. Ms. Yancey stated that Mr. Hermansen continues to donate funds each year to be put towards property restoration, and that we are trying to keep most of those funds set aside for continual maintenance of the property once Mr. Hermansen passes.

**Hansen:** Ms. Theys reported that our Hansen Preserve this year experienced major flooding issues and that only 1 mowing has gotten completed thus far. She will be meeting with Kyle

Walker from Midwest Prairies to discuss potential rerouting of our trail system in this wet portion of the property. Ms. Theys also mentioned that Custom Manufacturing came out to the property for a boardwalk quote earlier in the year.

**Jacobsen:** Ms. Theys discussed the Jacobsen Preserve garlic mustard pulling workday back in May, and that we would investigate further thinning of the non-native maple trees. She stated that Bartlett Tree Experts did a fall training for their crew last year out on the property, but they would not be doing a training this year.

**Cimeley:** Ms. Theys mentioned that our Cimeley Woods Preserve is right nearby Hermansen Woods. She stated that no restoration work has been completed since acquiring the property, and that the guided hike will be rescheduled to this coming spring.

**Ivanhoe:** Ms. Theys reported that forestry mowing and spraying of our Ivanhoe II parcel has been completed thus far, and that we hosted our NRF fieldtrip back in August. She also stated that we have 3 volunteer workdays scheduled for this fall. Ms. Theys then mentioned that we will be obtaining a secondary quote for forestry mowing from Natives Range to make comparisons to Midwest Prairies current quotes. Mr. Gray asked about the current placement of the Lake Ivanhoe sign, to which Ms. Theys responded that it is currently placed on the Ivanhoe 1 parcel, but that we will be moving it to Ivanhoe 2, which is where the forestry mowing occurred. Proper permitting will also need to be obtained to move the sign location. Ms. Yancey stated that we have \$25,000 in funding so far to go towards the boardwalk, but that we will be trying to raise the remainder at the Holly Ball for installation next spring. Mr. Gray then asked where the Ivanhoe III parcel is that we are trying to acquire, to which Ms. Theys responded directly across from Triste Dr and Lyons Rd intersection.

Ms. Yancey stated that we are still trying to get back in touch with Mr. Peterson who is the current owner of the parcel, and we will be presenting an option to purchase this fall. Mr. Gray then mentioned that people in the Tuscan subdivision have been inquiring about the forestry mowing work we have completed out there thus far. Ms. Yancey suggested that we put in the operating plan for next year to send out a letter to all Tuscan and surrounding property owners asking for donations to be put towards the boardwalk. Mr. Diamond stated that the proposed \$70,000 cost for the boardwalk is a big undertaking, and asked if we can ask any additional sources for funds. Ms. Yancey stated that we could utilize a different boardwalk company who would come in cheaper, but that Custom Manufacturing is the best in our area. Mr. Johnson mentioned the historic background of the property and why no one is contributing even with this factored in. Ms. Theys stated that they reached out to REI, but they did not respond. Ms. Yancey stated that there are not many grants for boardwalks. Ms. Theys answered Mr. Haubrich's question regarding the buckthorn treatment on the property and the method Midwest Prairies used. Mr. Gray asked for follow-up on the sign placement out at Lake Ivanhoe which is near Alvin Kordowski's property. Ms. Yancey thinks that she had sent Mr. Kordowski a letter, but that she would confirm.



Mr. Haubrich stated the work done on his property by Midwest Prairies did not go well, and that all the buckthorn returned even after treatment. Mr. Haubrich and Ms. Theys agreed that a higher concentration of herbicide may need to be used, or changing the timing of spraying. Ms. Theys stated this is why we are investigating other contractors to use for our properties. Mr. Diamond asked if Ms. Theys could develop a list of contractors GLC uses along with their qualifications and certifications they have. Mr. Johnson let the committee know how he goes about doing buckthorn treatment. He then went on to explain the process of becoming a certified herbicide applicator. Mr. Theys made a point of the difference in experience levels and ages between some of the companies, and that GLC typically goes with the lowest bids rather than how much experience the company has. Mr. Diamond stated that we should be going with companies who have the most experience, rather than lowest cost. Ms. Yancey stated that Midwest Prairies did a fantastic job restoring the WEP oak savanna area and will be starting work on the former YMCA parcel. Mr. Haubrich stated he likes some of the other restoration companies because they outline a 3-year plan, which Midwest Prairies does not typically do. Mr. Gray mentioned a company called Tree Topple owned by Dan Kramer in Burlington that we could reach out to.

#### **IV. Proposed 2025 Projects**

Ms. Theys stated that she put together a list of initial proposed projects for 2025 to be done on each of our GLC preserves. Ms. Yancey stated that we will compile estimates for these projects and come up with other needed projects when we go to create our 2025 budget. Mr. Diamond wanted to investigate further what the long-term impact will be on the GLC for the restoration work required for these properties. Ms. Yancey stated that we will be receiving a generous legacy gift, which would most likely be put towards long term stewardship for the creation of an endowment. Mr. Diamond asked if our properties are deteriorating, to which Ms. Theys stated that we can certainly be budgeting more funds towards our stewardship to properly care for them. Mr. Johnson stated that it is extremely important that we are properly caring for our properties because we could lose or hinder our reputation if it is not done well. Ms. Theys stated that a lot of the restoration companies are understaffed and are having a difficult time finding experienced potential employees. Mr. Diamond asked who The Nature Conservancy uses for their restoration work, to which Ms. Theys responded that they utilize their own employees that are hired. Mr. Haubrich and Mr. Gray mentioned the issues with seasonal workers as well. Mr. Diamond asked Mr. Johnson what certifications are needed to become an herbicide applicator. Mr. Johnson stated that it is a very lengthy process and does not recommend that GLC staff undergo the process.

#### **V. Piening Update**

Ms. Yancey stated that we will be charging Prairie Trust \$65 per hour for GLC assistance related to MFL work on their property. She reported that they have done a great job mowing the trails and clearing out all the old structures from the property. She then let the committee know that the VPA program through the DNR has not yet been renewed, so not

hunting or public access will be allowed until they renew. She also mentioned that we would like to be able to re-install our GLC preserve sign once the property is reopened. Mr. Diamond asked about the oriental bittersweet that Ms. Yancey mentioned and the timeframe to treat it all on the property. Ms. Theys responded that it will take at least 5 years, and be quite expensive, but that the MFL program is currently taking precedence due to the significantly overdue practices that have not yet been completed. Ms. Yancey clarified also that the MFL practices are legally required, and that our restoration work is not. She mentioned that if the MFL practices do not get completed, that Prairie Trust would be un-enrolled in the program and ask you for all the back taxes. Ms. Theys mentioned that Mr. Stampfl, the DNR Forester, has been forgiving due to the situation with Mr. Piening, but would like for us to get back on track with completing the necessary practices. Mr. Johnson brought up how rapidly the birds spread invasive species. Mr. Diamond asked that Prairie Trust continue to send GLC their financial records like they previously sent monthly.

#### **VI. MFL's for Friedman-High Trees Property**

Ms. Theys reported that we currently don't do the management on the High Trees property until Ms. Friedman vacates. She stated that Midwest Prairies has been out to the property and has done some forestry mowing along the driveway, and that our part time employee Mr. Nickelson goes out to the property every Thursday for management work and security oversight. Ms. Yancey reported that when Mr. Friedman was still alive that he put the property into an MFL contract. She stated that we were not aware of the contract prior to the property being transferred over to GLC. She stated that the harvesting of the oaks under the plan would be detrimental to the land and wildlife that utilize the property. She then reported that she will be submitting paperwork to the IRS to see what back taxes would need to be paid to dis-enroll in the program. She estimated that the cost will be anywhere from \$10,000 to \$20,000. Mr. Diamond asked how the MFL program works to which Ms. Yancey responded that a management plan is created for your property that outlines the scheduled tree harvests and work to be completed as designated by the DNR.

Mr. Haubrich stated his property is enrolled in the MFL, and that in the first few years, that about 1/3 of the selected trees are harvested. Ms. Theys stated that Mr. Haubrich's property has a focus on pine harvests, whereas the High Tree's property contract focuses on the harvest of oak trees. Ms. Yancey reiterated that the longer we wait to un-enroll in the MFL program, the more expensive it will become to do so. She stated that the program lowers the amount of taxes you pay as well quite significantly. Ms. Yancey then reported that we will be asking Friedman's to host an estate sale, with part of those proceeds to go towards caring for the property. Mr. Haubrich argued that the harvest did not do much damage to his property when it was conducted, and that it was not very noticeable where trees were removed. Ms. Theys clarified Mr. Diamond's question that GLC would have to pay for the harvest work to be completed, and that the current lumber market is not allowing for any profits to be made. Ms. Yancey stated the cheapest thing to do would be to buy our way out of the contract. She then stated that we are unsure if Mr. Friedman consulted with his wife about putting the property in the program. Mr. Diamond and Mr. Johnson both questioned the title work, and suggested checking to see if Ms. Friedman was

also listed or signed the contract. The committee agreed to move forward with legal help from Mr. Devit, our attorney, regarding this.

**VII. Set up of FOL (Fee Owned Land-GLC Owned Properties) Tours**

Ms. Theys stated that she will send out a Doodle Poll to the committee to determine a date and time to go out to some of our preserves. Mr. Johnson suggested November. Ms. Yancey suggested Rohner, Hansen, Bromley, and Zabler be the 4 properties we visit. Mr. Johnson suggested breaking the visits into 2 days. Ms. Theys stated she will send out some options for Tuesday afternoons from 1-3pm.

**VIII. Other Issues**

Ms. Theys brought up that she will be writing letters to adjoining property owners to Jenner's which we recently completed a conservation easement with, to see if others are interested in doing the same.

**Meeting Adjourned at 2:40pm**

GENEVA LAKE CONSERVANCY  
COMMUNITY OUTREACH COMMITTEE MINUTES

Tuesday, October 15, 2:00 PM via Zoom/In Person

A meeting of the Community Outreach Committee of the Geneva Lake Conservancy, Inc. took place on Tuesday, October 15<sup>th</sup>, 2024, at 2:00 pm at the Mill House and via Zoom. Present at the meeting were Ms. Johnson, Steele, Freytag, Mr. Licht and community member Ms. Zimmermann. Staff present was Ms. Thompson, Community Outreach and Fundraising Manager and Ms. Yancey, Executive Director. Ms. Thompson acted as secretary.

Meeting Minutes

1. Welcome
2. Old Business

- a. Strategic Plan continuation

Ms. Thompson recapped the strategic plan continuation for Mr. Licht, a new member to the committee.

3. New Business

- a. GLC Messaging

Ms. Johnson shared her GLC messaging examples. Ms. Thompson mentioned that she would share this in a google doc for the committee to add their thoughts and ideas. Ms. Zimmermann suggested adding messaging that mentions the Conservancy receives donations and transfers those into education and programs in the County. Mr. Licht mentioned that the Keep it Blue program should be marketed more to appeal to those who care about the lake. Ms. Steele recommended involving our successes and partnerships in the messaging.

Ms. Johnson mentioned keeping the speeches at our events consistent with our messaging. Ms. Steele recommended keeping a list of GLC speakers who speak at events.

- b. Share the Vision brochure- update

The committee agreed that the pictures in the brochure needs to be updated. Ms. Thompson mentioned that the logo needs to be updated and Share the Vision should be taken off. The committee agreed to update the mission statement on the bottom. Mr. Licht recommended having a professional company update the brochure for us. He also recommended keeping the front of the brochure the same each time it is updated and matching it to our other brochures. Ms. Thompson agreed.

The committee agreed that there should be QR codes on the brochure that lead to donating and the website.

Ms. Thompson suggested the first bullet point on the inside of the brochure should be the history of Walworth County, then the background of GLC including its mission, then on the right should be the Conservancy's goals and missions and what we do. Ms. Thompson also suggested noting how we do reach our goals. Ms. Thompson mentioned that Ms. Milojevic would like to mention protecting our lake against algal blooms as well as mentioning our successes. Ms. Yancey recommended inputting protecting habitat into the brochure. The committee agreed.

Ms. Thompson noted that she would outline and draft the brochure and send it to the committee.

c. Explore brochure- update

Ms. Thompson mentioned that she will update the Explore brochure and the committee can send comments on it to her.

d. GLC shirts startup

Ms. Thompson mentioned that Ms. Gardiner suggested a GLC t-shirt startup. She noted that she would send out a google document where the committee can put their ideas on it.

4. Adjournment- Next meeting is Tuesday, November 12 at 2 PM

5.

# GENEVA LAKE CONSERVANCY

## FUNDRAISING MINUTES

Tuesday, October 15 at 10 AM

A meeting of the Fundraising Committee of the Geneva Lake Conservancy, Inc. took place on Tuesday, October 15<sup>th</sup>, 2024, at 10:00 AM at the Mill House and via Zoom. Present at the meeting were Mr. Nickols and Licht, and Ms. Owens and Milojevic. Geneva Lake Conservancy staff were Mses. Yancey, Happ, and Thompson. Ms. Thompson acted as secretary.

### Meeting Minutes

1. Comedy Show Outreach- Kate Gardiner

The committee agreed that the downside to the comedy shows are if the Conservancy does not sell of all the tickets and they were concerned that the staff time for marketing would be high.

Ms. Owen shared her concern that the comedian would not tie into the Conservancy's mission. Ms. Yancey suggested having environmental ties written into the contract with the comedians. Ms. Milojevic noted that the comedy shows are to engage the younger Walworth County residents. Ms. Happ noted that tickets are lower in Milwaukee for certain comedians than what is on the Conservancy's comedy shows spreadsheet. Ms. Yancey suggested to lower the ticket price and offer a separate higher ticket price for VIP tickets.

Ms. Happ suggested to put the donation of the ticket on the ticket itself. The committee agreed.

2. Leadership Letters

Ms. Thompson noted that the leadership letters are all sent, and donations are coming in from them.

3. 2024 Fundraising and Communication Plan- status

Ms. Thompson shared the updated plan and mentioned that she sent out new member welcome letters, which included new attendees to the Dan Egan event. She also noted the Holly Ball invites would be mailed this week. Ms. Happ noted that the news release for Don Parker has not been released yet. Ms. Thompson answered that she would write that.

Ms. Milojevic asked if membership has been changed at all recently. Ms. Thompson noted that the Share the Vision brochure is being redesigned by the Community Outreach Committee, and the levels of donation should be looked at. Ms. Happ suggested that the numbers for donations on the remittance envelopes should match the Share the Vision brochures. Ms. Thompson noted that she would update the brochures with the Community Outreach committee then revisit it at the next Fundraising committee.

4. Sponsorship and new supporters

a. Status report

Ms. Happ mentioned that Mr. Licht is approaching new sponsors. She noted that the Conservancy has received funding from John Notz, she applied online to Tito's, she has called Strelbow and Matustic, and several others have received leadership letters, and Ms. Thompson has applied online to First National Bank and Trust.

Mr. Nickols volunteered to reach out to Ed Cox. Mr. Nickols commented that the Titos are involved with helping to conserve large quantities of land.

5. 2024 Events

a. Holly Ball- Saturday December 7

Ms. Milojevic noted the Holly Ball is on schedule. She also mentioned that Molly Keller will not be there, there will be a champagne wall, and she'd like to include Jodi Karow to sign the night of Holly Ball. Ms. Thompson mentioned we are looking for more silent auction donations. Ms. Milojevic asked if anyone has a larger silent auction donation that would be a contender for a live auction to let us know. Ms. Owen mentioned that she will look into the Cubs as a silent auction donation possibility.

6. Contributions (see attached)

Ms. Yancey noted that we are above profit compared to last year's contributions and events. Mr. Licht mentioned that Fat Tire will double their sponsorship and he plans on meeting with a landscape company who is interested in the Conservancy.

7. Other Business

8. Adjournment

There being no other business the meeting was adjourned.

Respectfully submitted,

Tai Thompson, secretary of the meeting

# GENEVA LAKE CONSERVANCY

## FUNDRAISING MINUTES

Monday, October 21 at 10 AM

A meeting of the Fundraising Committee of the Geneva Lake Conservancy, Inc. took place on October 21<sup>st</sup>, 2024, at 10:00 AM at the Mill House and via Zoom. Present at the meeting were Mr. Nickols and Licht, and Ms. Owens, Milojevic, and Rappaport. Geneva Lake Conservancy staff was Ms. Thompson. Ms. Thompson acted as secretary.

### Meeting Minutes

#### 1. Comedy Show Location

Ms. Gardiner noted that the fee for the comedy show location at Geneva Stage is roughly \$5,000. She mentioned that she had reached out to the Belfry as well, but they are already selling out shows to people who already attend the other shows there, so we may not be reaching a newer audience.

#### 2. Ticket Price Point

Ms. Gardiner mentioned that the ticket price point will ultimately be decided by the price of the comedian. Ms. Gardiner also noted that the prices the tickets are at currently are normal based on large cities.

#### 3. Marketing

Ms. Gardiner suggested putting together sponsorship packages to engage less than 10 businesses in the area. She noted that marketing would have to be very heavy in order for us to sell out, but she is confident in GLC selling out enough tickets.

#### 4. Comedians- how to effectively share the GLC message

Ms. Gardiner noted that conducting comedy shows is to get a younger generation engaged with Geneva Lake Conservancy and to help increase our name recognition. She mentioned that the message will depend on GLC remarks before the show, marketing messages, etc. Ms. Gardiner mentioned that having a “comedians for a cause” show will help get people to leave their houses in the area, because this is not as normal for the area. Her goal is to do 4-6 of the comedy shows a year to increase publicity for GLC and continue to engage those we would not normally engage. She noted that the ‘step and repeat’ where



attendees take pictures in front of the GLC sign will bring us more exposure than a Gala would. Ms. Gardiner is discussing fees with an agency currently and has been looking at comedians.

Ms. Gardiner mentioned it is important to share the GLC's values and messages at every comedy show we have. The opening remarks would also share GLC's message and be consistent.

Ms. Gardiner noted that we should decide our budget within the next six weeks. She said 50% will be talent fees, which includes venue costs, and 50% will be marketing. Ms. Gardiner mentioned that she would put together a list of talent with Ms. Thompson. Ms. Gardiner then mentioned that a contract between GLC and Geneva Stage would need to be signed. Ms. Thompson agreed.

Mr. Nickols suggested Ms. Gardiner share a document with the board at the next board meeting and have her briefly discuss the comedy show idea.

Respectfully submitted,

Tai Thompson, secretary of the meeting

**Geneva Lake Conservancy Land Protection Committee Meeting**  
**Minutes of the Land Protection Committee**  
**Monday, October 21st, 2024**  
**3:00 p.m. via Zoom & In Person**

**A meeting of the Land Protection Committee of the Geneva Lake Conservancy, Inc. took place on Monday, October 21st, 2024. In attendance were Mr. Diamond, Mr. Olsen, Mr. Brunner, Mr. Nickols, Ms. Freytag and Ms. Constable. Staff present were Ms. Theys acting as Secretary, and Ms. Yancey, Executive Director.**

**The meeting was called to order at 3:10 pm.**

- I. Welcome (Kevin Brunner)**
- II. Ashburton Violations**

Ms. Yancey stated that they have responded to our September 24<sup>th</sup> letter we sent certified mail to them. She stated that the Ashburton staff thought the structures were good replacements, which is not the case. She stated that we will be sending them another certified letter letting them know which improvements will need to be removed, and by what date. Mr. Olsen asked Ms. Yancey for more clarification on which structures were removed and replaced. Ms. Yancey responded stating that there were grape arbors and an old shed that were removed, but Ms. Theys and Ms. Yancey had issues finding evidence of the shed ever being there. She stated that we will ask them to send a photo of the shed structure they are referring to which was replaced by the chicken coop structure. Ms. Yancey stated that we should proceed by just following the violations policy and writing back to them again and asking if they would like to meet for any further clarification on anything in the letter. Mr. Nickols asked if we had looked back at any satellite imagery to try to find the old shed, to which Ms. Theys responded yes, but that she had no luck in doing so. Mr. Diamond stated that we do not initially need to ask for photo evidence of the shed, unless they are not willing to comply with removing the chicken coop structure. Ms. Theys clarified that we are going to be asking them to remove the chicken coop structure as well as the shade pergola structure. Mr. Diamond requested that Mr. Brunner approve the letter that Ms. Yancey will be drafting prior to it being sent.

Mr. Nickols asked if the pickle ball court is in compliance with the easement. Ms. Yancey stated that they are claiming that the court is permeable surfacing, and she could reach back out to them to confirm that this is true. She then stated that if the court or fake turf is not made of permeable surfacing, that they will need to be removed. She stated that the Ashburton's staff's argument is that the surfacing that Mr. Driehaus had when it was the former orchard was comprised of much more concrete and impermeable surfacing than what is now there. Ms. Yancey asked the committee if they would like her to ask them to provide evidence and manufacturing information related to the pickle ball court and fake turf grass to confirm if permeable or not. The committee agreed and asked Ms. Yancey to proceed. Mr. Diamond had concerns that we were back tracking because our letter only addressed the chicken coop and shade pergola structures, and did not discuss the pickle ball court or fake turf area. Mr. Diamond then suggested that we wave the pickle ball court and turf information requests not included in the new letter that will be sent. Ms. Yancey stated that she still would like to still include that request for information in her letter. Mr. Brunner

confirmed that Ms. Yancey will draft the letter, Mr. Brunner will review the letter, and that they will have a 30-day timeframe to respond back to our newest letter.

**III. Paul Peterson- Ivanhoe III Update**

Ms. Yancey stated that Mr. Petersons option expired on October 31<sup>st</sup> and that she has been trying to contact him for over a month. She stated that she finally got ahold of him and that he is happy that the appraisal came back at the \$160,000. She reported that Mr. Peterson would like to close on the property next year for tax purposes, to which Ms. Yancey stated that we will need it completed as early as possible next year. She stated that Mr. Devit has drafted an extension to Mr. Petersons option, which we should be receiving back before October 31<sup>st</sup>. Mr. Diamond asked when we will be extending the Option to, with Ms. Yancey responding back end of January. Ms. Yancey then stated that we should have the remaining \$8,000 needed to purchase after the Holly Ball, where it will be raised. She then reported that the Knowles Nelson grant we also received funding from has a two-year deadline.

**Mr. Brunner motioned to move the deadline of the option from October 31<sup>st</sup>, 2024, to January 31<sup>st</sup>, 2025, then recommending it to the full Board. Moved by Mr. Olsen. Seconded by Mr. Nickols. Motion passes unanimously.**

**IV. Vollbrecht-Update**

Ms. Yancey stated that we were hoping to have the Vollbrecht conservation easement for approval today, but that they are now questioning if they would like to proceed. Ms. Yancey stated that they think the current draft is way to restrictive for their liking, so she will be re-drafting the document to take out some of the more restrictive language and creating only two protection areas. She also stated the focus would be the no subdividing and the no cutting down of oak trees. She then reported that we will be sending on Wednesday a copy of that document to both Ms. Vollbrecht and her son Tom Vollbrecht for review. Mr. Diamond requested that he also receive a copy of the amended document. Ms. Yancey stated that we are still following the Model Conservation Easement but that she just shortened the prohibitions section. Ms. Theys also clarified that not all of our conservation easements have 3 protection areas.

**V. Sharon Carlson- Option from Russ/NAWCA grant**

Ms. Yancey stated that the appraisal came in at \$440,000 and it would be a 1 year Option. She stated that it will be dependent on us getting Knowles Nelson and NAWCA funding. Ms. Yancey stated that she was not able to get the NAWCA grant completed in time by the upcoming October deadline. She then stated that there is another pool of funding Ducks Unlimited has that we could potentially tap into. Ms. Yancey then stated that we are going to be receiving in 2025 a substantial life estate donation that is not restricted and would most likely go towards our long-term stewardship. Otherwise, if we are short funds for the Carlson property we could put these funds towards this project. Mr. Nickols brought up recognizing and celebrating this estate donation once it is made known.

**Mr. Brunner motioned to move the Option forward for the \$440,000 amount with the above-listed contingencies. Moved by Ms. Constable. Seconded by Ms. Freytag. Motion passed unanimously.**

**VI. Managed Forest Law (MFL) Properties**

Ms. Yancey stated that we have had MFL contracts on the following GLC properties: Bromley I & II, High Trees, and Hermansen Woods properties. She stated that the program lowers taxes, but there are these required harvests of timber. She then stated that due to the current timber market, it is costing property owners to do the practices, rather than getting paid from the program. Ms. Yancey stated that the goal of the High Trees property is to serve as a wildlife refuge, and we were not aware of the MFL being on the property until it was transferred to GLC. She stated that you can buy your way out of an MFL contract by paying the back taxes from the year of enrollment, which was done in 2021. Ms. Yancey then stated that every year you stay enrolled in the MFL, it will become more expensive to un-enroll. Mr. Diamond suggested that for every property we are considering taking on, that we investigate whether it is enrolled in the MFL program or not. Ms. Yancey stated that we could add this onto our Project Evaluation Criteria Checklist we use when considering new conservation easements and GLC owned properties. She stated that she was surprised to learn that Hermansen had a MFL contract on it, and Ms. Theys clarified that the contract expires in 2049. Mr. Diamond suggested that we do an investigation on all of our properties that we have MFL contracts on. Ms. Yancey stated that we will need to find out when Mr. Haubrich's contract expires, and that we will need to request that he does not re-enroll in the program.

**VII. Wesley Woods and other potential properties for RCPP funds**

Ms. Yancey stated we are working with NRCS and ABC on the Oak Recovery Grant which pays landowners for placing conservation easements on their properties. She stated the issue is that there is only \$500,000 in total available for all participants. She reported that Wesley Woods is estimated to be worth around \$20 million, so that \$500,000 would not be nearly enough to cover the tax write-off amount given for development rights being taken away. Ms. Yancey stated that we are investigating other potential properties to participate in though. Mr. Brunner asked how many acres the property is, to which Ms. Theys responded 17 acres.

**VIII. Potential New Conservation Easement**

Ms. Yancey stated that a gentleman, who lives off Walworth Rd. near Fire & Fork, approached the conservancy about a conservation easement. She reported the property is 1.5 acres, and .5 acres of it has civil war veterans buried on it. The gentleman wants to protect the history of this property and has received no help from any other organization he has approached. Ms. Yancey stated that a deed restriction would be a possibility, but that no one is around to enforce it. Mr. Brunner asked what the difference would be between doing a historical conservation easement like this and our normal easements. Ms. Yancey stated that it would just be protecting different values, and that we have tried to do a conservation easement with Oak Hill Cemetery in the past. She stated that we could reapproach trying to do an easement on this property with Mr. Krause being the new mayor and this property being listed as a SEWRPC Natural Area. She stated that there are a few other old trees on the potential easement property. Mr. Olsen and Mr. Diamond asked if this fits in with our governance documentation and goals. Ms. Yancey stated that we can get some similar easement templates from other land trusts who have done historic easements. Ms. Theys reported the address is W6580 N Walworth Rd. Mr. Brunner suggested we do some more research and get information from other land trusts on this effort. Ms. Yancey

brought up an event another land trust had that featured the historic stories of local's land, which brought in around 200 participants. She suggested that we should investigate doing this ourselves as a winter series.

**IX. Clayton Kruse conservation easement update**

Ms. Yancey stated that a friend of Mr. Kruse's did a conservation easement recently with SENO Land Trust. She stated Mr. Kruse's property only has 550 feet of frontage on the road, so there are difficulties regarding access to the property if it were to be subdivided. In speaking with Mr. Kruser, our appraiser, he brought up this issue and how it would impact things. Ms. Yancey stated that this news could make this project fall through, as the tax write off would not be significant enough to proceed. She stated that she will check back in with Mr. Kruser on this issue.

**X. Other Issues**

Ms. Yancey stated that we received drone imagery from James Bushey, the drone operator we used for our boat counts, of severe runoff from the Pearce farm into Lake Delavan. She noted that if we have storms on Geneva Lake, we can utilize him to trace where sources of pollutants are coming from.

Ms. Yancey brought up the Geraldson/Rosenthal conservation easement property. She stated that he initially removed buckthorn on his slope going down to the lake without proper permitting. She then stated that he proceeded with building his home and has not yet done the required replanting of the slope as issued by the County. Ms. Yancey stated that we have tried reaching out to Ms. Mullet from the County several times to try to address this issue. Mr. Brunner suggested that the Advocacy group send the county a letter regarding this.

**Meeting Adjourned at 4:00 pm**

# **Geneva Lake Conservancy**

## ***Finance Committee***

Meeting Minutes

Tuesday, October 22<sup>nd</sup>, 2024

At 9:00 am

Via Zoom

### **Opening**

The regular meeting of the FINANCE COMMITTEE was called to order at 9:08 am by Mr. Parker. **Present members** were Mr. Parker, Mses. Owen & Steele. Staff members present were Mses. Karow & Yancey. Ms. Karow acted as Secretary.

### **Review & Recommend 3rd Quarter Financials & Cash Analysis**

Ms. Karow presented the preliminary 3rd quarter financial statements. The committee reviewed the Balance Sheet, Profit & Loss Statement and there was discussion regarding the titling of the reports. Ms. Karow will update reports to reflect YTD 3<sup>rd</sup> Quarter for clarification. Ms. Owen requested clarification of how restricted funds are handled as it just came up in an audit of another non-profit that she's involved with. Ms. Karow explained the re-organization of the financials back in 2021 with CPA Dana Chabot and how the restricted income get booked as a net asset to the Balance sheet and then transferred to the P&L with a journal entry when the expense is realized so that it is essentially a zero net effect to the P&L. She noted that there is a board learning session presented by Mr. Chabot and she will see to it that that session is added to the board portal on the website. Mr. Parker said that prior to this method the income from restricted projects was added to the P&L at the time it was received but then skewed the income numbers for that year if the expense wasn't realized all in that same year. Ms. Karow then reviewed the restricted project worksheet and the cash analysis summary.

**A motion to recommend the board to accept the 3rd quarter financial statements with the discussed revision to note the financial period was made by Mr. Parker, seconded by Ms. Owen. The motion passed unanimously.**

### **Audit Update**

Mr. Parker presented the draft 2023 Audit report and asked if anyone had questions. Ms. Yancey pointed out some spelling errors in Note 4 and asked for the correction to be made for the Ivanhoe acreage totals. Mr. Parker noted that on page 9, the programs and services headings don't align with the programs and services headings on page 5 and asked for this to be corrected. Mr. Brunner asked why the land management fees doubled over 2022 and asked Ms. Karow to get clarification. Lastly, Mr. Parker asked for clarification on FDIC/Insurance limits for non-profit organizations since Note 2 eludes to coverage up to \$250,000 and he believes it to be \$500,000. Ms. Yancey inquired if Mr. Chamberlain would be attending the meeting to present the audit and ask any questions. Ms. Karow said that she sent an email asking him to come with no response as of the beginning of the meeting. Ms. Yancey said that she will follow-up with a phone call to him.

### **Updated Bank Signors**

Ms. Karow thanked all members for taking time to come to the Mill House to sign the bank documents to update account signors. She said it was a rather lengthy task and she hopes to be able to finalize everything with the bank this week.

### **Finance Committee Meeting Scheduling**

Ms. Karow asked if the next meeting of the Finance Committee could be scheduled. There was discussion regarding the need for full financial statements at the December 14<sup>th</sup> board meeting since it was not at after the close of a quarter. The committee agreed and decided the next meeting will be more of a budget planning working session. The committee agreed on Thursday, December 19<sup>th</sup>, 2024 at 10am. Ms. Karow to send out calendar invite.

### **Other Business**

#### **Investment Committee**

Ms. Owen informed the committee that she has spoken to Mr. Noel Moore and his is interested in being on the Investment Committee. She said she also plans to reach out to Michael Covey. Mr. Parker asked who currently makes up the committee and Ms. Karow confirmed that it was Ms. Owen, Mr. Parker, Mr. Nickols and Mr. Diamond. He said that a committee of 5-6 members that meet 1-2 times per year was sufficient. Ms. Own will send out some dates to get a meeting on the calendar.

### **Adjournment**

**With no other business to discuss, a motion to adjourn the meeting at 9:48 am was made by Ms. Owen, seconded by Ms. Steele. The motion passed unanimously.**