

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATURAL RESOURCES CONSERVATION SERVICE (NRCS)
AND
WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT)

A. Authority

Program management is authorized by the Grassland Reserve Program ("GRP"), sections 1238N through 1238Q of Title XII of the Food Security Act of 1985, as amended by the Food, Conservation, and Energy Act of 2008.

B. Purpose

The purpose of this Memorandum of Understanding (MOU) is to improve the conservation values of the easement by improving the plant diversity and wildlife habitat on .21 acres. The improved conservation values will be achieved through the reestablishing vegetation on .14 acres and improving and establishing .07 acres of creek channel within the Grassland Reserve Program (GRP) Conservation Easement Contract No. 835F4804011WO. These activities are being permitted on the GRP Conservation Easement through the updating of the GRP Managed Grazing Plan.

This MOU will serve as an agreement between parties and outlines the expectations for addressing construction activities associated with the stream improvements and the re-vegetation of the impacted area.

The area of impact as it relates to this MOU will be as follows and as documented on the attached right of way plat:

- .21 total acres of impact
- .14 of reestablished vegetation (including the planed stream bank)
- .07 stream improvement

C. Definitions

1. Grassland Reserve Program - is a voluntary conservation program that emphasizes support for working grazing operations enhancement of plant and animal biodiversity, and protection of grassland under threat of conversions to other uses.
2. Permanent Limited Easement (PLE) - is an acquisition for a limited purpose. It is typically used for construction outside the normal Right of Way that does not

seriously impair the property owner's use, but does require occasional access for maintenance purposes. This type of acquisition is also used in areas where the acquiring agency will jointly use the same lands with others.

3. Defined Parcel – is described as Parcel Number 3 of the Transportation Project Plat No: 5783-03-21-4.01 dated May 14, 2013 (attached as a supporting document to the MOU). The defined area contains .21 acres.

D. Applicability

This MOU is being implemented to address the following activities:

1. Hierarchy of Easement - WisDOT acknowledges that the NRCS GRP conservation easement supersedes the WisDOT's PLE. WisDOT acknowledges that this MOU only applies to the PLE, and that no area outside of the PLE, but within the GRP easement, will be impacted.
2. Access

WisDOT has only the rights of ingress and egress over and across lands as provided in the PLE. WisDOT recognizes the rights of the United States contained in the GRP Warrant Easement Deed and will access the land in a manner that is described in the PLE and MOU.

 - a. Pedestrian access for monitoring purposes will be facilitated by the landowner and WisDOT. For construction, repair, and maintenance activities, WisDOT will provide notice to NRCS as outlined in Sections 3 and 5 of this MOU.
 - b. Vehicular access will be facilitated by the landowner and WisDOT with notice provided to NRCS as outlined in Sections 3 and 5 of this MOU.
3. Construction activities within the PLE –
 - a. Construction activities will be contained within the .21 acres of the PLE.

Construction activities will conform to Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction 2014 Edition. Standards and specifications for top soil (625), erosion control (628), and seeding (630) comply with NRCS standards. Standard Mix NO. 20 from the WisDOT Seeding standard will be used for establishing vegetation in association with the construction activities.
 - b. The existing stream will be improved (approximately 200 linear feet) with constructed 3:1 side slopes. The side slopes will be vegetated according to Standard Mix NO. 20. The stream will occupy approximately .07 of the PLE. Streambank will be constructed at a height of 4 feet. The side slopes in to the

existing pasture will be constructed at 4:1. The streambank will occupy approximately .14 of the PLE.

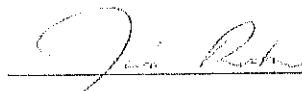
- c. There will be no staging areas within the GRP conservation easement, including the PLE.
 - d. Equipment brought into the site must be properly cleaned prior to its use within the PLE to reduce the spread of invasive species in the easement area.
 - e. Erosion control measures will be taken to reduce streambank erosion and the prevalence of sedimentation into the stream during construction.
 - f. WisDOT will provide NRCS with 2 weeks advanced notice of the commencement of stream improving activities.
 - g. WisDOT will provide NRCS with 2 weeks advanced notice of the completion of stream improving activities.
 - h. WisDOT will provide NRCS with a copy of proposed changes to the final construction plans and given the opportunity to comment before they are finalized.
4. Livestock Exclusion – WisDOT will install a permanent fence along the boundary of the PLE to exclude livestock. The fence will be constructed according to WisDOT Standards and Specifications for Property and Right of Way Fence (616). Approximately 240 linear feet will be installed.
5. Coordination for Maintenance activities - In the instance of a significant weather event or a failure to the stream or streambank occurs:
- a. WisDOT shall notify NRCS designated point of contact by phone and email within 24 hours;
 - b. WisDOT shall complete a needs assessment within 1 week of the event;
 - c. WisDOT shall complete repairs within 3 months;
 - d. Reestablishment of the stream or stream bank will comply with Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction; and,
 - e. NRCS designated point of contact:
Assistant State Conservationist – Easement Programs
8030 Excelsior Drive, Suite 200
Madison, WI 53717
(608) 662-4422
6. No building of structures, trash or waste, asphaltic paving, or mining will be allowed within the GRP easement.

E. Period of Performance

The performance period of this MOU is effective the date of the last signature on the MOU and shall remain in effect for as long as both the easements in sections B-1 and B-2 are in effect.

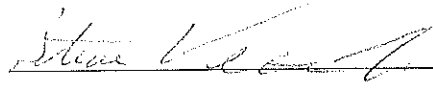
- F. The United States Department of Agriculture Natural Resources Conservation Service and WisDOT and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- G. Nothing in this MOU shall obligate either the United States Department of Agriculture or WisDOT to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the United States Department of Agriculture and WisDOT will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement must comply with all applicable statutes and regulations.
- H. WisDOT shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which WisDOT may be subject or incur relating to the PLE, which may arise from, but are not limited to, WisDOT's negligent acts or omissions or WisDOT's breach of any representation, warranty, covenant, agreements contained in the PLE, or violations of any Federal, State, or local laws, including all Environmental Laws.
- I. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

WISCONSIN DEPARTMENT OF TRANSPORTATION

 2/6/14

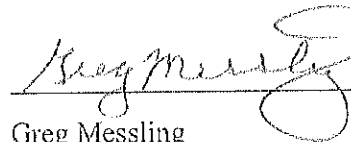
Jim Rohe

Wisconsin Project Development Chief

 2/10/14

Steve Vetsch Jr

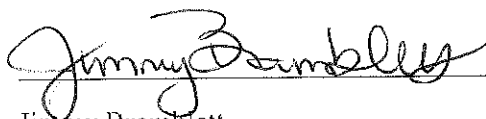
WisDOT Environmental Coordinator

 2/10/14

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U.S. DEPARTMENT OF AGRICULTURE - NATURAL RESOURCES CONSERVATION
SERVICE

 3/10/14

Jimmy Bramblett

State Conservationist