

LEOPOLD MEMORIAL RESERVE AGREEMENT

AGREEMENT, made this 15<sup>th</sup> day of ~~NOVEMBER~~<sup>DECEMBER</sup>, 1967, by and between THE LOUIS ROLLIN HEAD FOUNDATION, INC., a Wisconsin non-stock, non-profit corporation (hereinafter the "Foundation"), and J. REED COLEMAN, RUSSELL E. VAN HOUSEN, CHARLES ANCHOR and FRANKLIN W. TERBILCOX.

W I T N E S S E T H :

WHEREAS, each of the parties hereto are owners of parcels of land located in the Town of Fairfield, Sauk County, Wisconsin, which parcels together adjoin the Leopold property, the legal descriptions for each parcel and the Leopold property being appended to this Agreement and incorporated herein as exhibits hereto; and

WHEREAS, it is the intention and desire of the parties to join together and participate in the creation of an area to be known as the "Leopold Memorial Reserve" for the purpose of maintaining the natural state of the area and preserving its natural beauty and historic value; and

WHEREAS, to accomplish these ends through private rather than public or governmental means the parties agree to cooperate and work together to prevent unnatural exploitation of the area; and

WHEREAS, it is anticipated that the Leopold property will be an integral part of said Reserve upon completion of the organization of the Aldo Leopold Sand County Trust to which the heirs of Aldo Leopold are conveying the property;

NOW THEREFORE, it is agreed to be to the mutual advantage of all parties to cooperate in working towards the aforesated goals, and in consideration thereof and for other good and valuable

consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. To associate their respective properties in an area to be known as the Leopold Memorial Reserve, and in connection therewith to cooperate in the preservation and protection of said area by formation of committee composed of the parties hereto, the activities of such committee to be coordinated by the Foundation.

2. The parties hereto as owners of the parcels enumerated in the exhibits appended to this Agreement shall each be represented on the Committee, each enumerated parcel having an equal voice in the management of the Committee's affairs concerning the area.

3. In such manner as the Committee may agree to implement, the parties shall:

a) Establish a coordinated Trespass Control Program to limit access to the area to the parties hereto, their families and guests and those who occupy any parcel with the written permission of the owner, the Committee or the Foundation;

b) Establish a Fire Control Program for the purpose of limiting fires to those of the parties, and to prevent any fires during certain periods of extremely dry weather conditions; and

c) Designate all areas not presently under cultivation as non-agricultural areas so as to preserve the natural habitat from cultivation damage and grazing.

4. The Committee shall also consider adoption of courses of action to preserve the area and to prevent additional intrusions of civilization, including but not limited to the following:

a) Attempts to prevent the requesting or granting of any easements, rights of way or other land use privileges for whatever

purposes suggested, including, among others, gas or power lines, sewers, water ways, road improvements and other public or private right of way uses;

b) Attempts to prevent establishment or operation of any non-agricultural enterprise in the area;

c) Attempts to avoid excessive use and to promote care in the use and application of pesticides and other chemicals, so as to avoid damage to the wetland communities and other wildlife;

d) Attempts to prevent any wetland draining, waterway redirecting, well-drilling, damming or interference with the flow of natural springs, wells and other natural water resources except in furtherance of the purposes of this Agreement;

e) Attempts to prevent construction of additional roads or improvements of existing roads through the area or bordering upon the area where such action can be controlled or influenced by the property owners, except in furtherance of the purposes of this Agreement;

f) Attempts to prevent construction of new structures outside of a one hundred yard radius from present buildings without prior approval of the Committee, except in furtherance of the purposes of this Agreement;

g) Attempts to prevent platting or subdividing of the area with the intention of commercial development;

h) Attempts to prevent damage to or cutting of any pine, spruce or fir except as part of a timber program approved by the Committee; and

i) Employment of such conservation and other methods and programs to protect and enhance the natural state of the area in any manner determined by the Committee.

5. The Committee shall act by unanimous vote after advising the representative of each parcel, in meeting or otherwise, of the proposed action; and no action shall be taken requiring the direct contribution or expenditure of money by all the participants without the consent of each. Actions and determinations by the Committee shall be recorded as resolutions with signatures affixed, and copies thereof shall be maintained by the Foundation and made available at all reasonable times for inspection by the parties hereto.

6. The term of this Agreement shall run for a period of five (5) years, and thereafter this Agreement shall remain in effect until formally terminated by action of a majority of the parties hereto.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns; but should any party transfer his entire interest in his parcel described in an exhibit appended hereto, he shall no longer be considered an active participant hereunder.

8. It is agreed that other adjoining properties may be added to the Reserve from time to time by the agreement of the Owners thereof to the terms of this Agreement; and it is further understood and agreed that up to \$200.00 per year may be paid by the Foundation to participating Owners by separate agreement, as additional consideration for participation in the Reserve.

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of the parties hereto as of the day and date first written above, and the individual parties' signatures have been joined in by their wives to bind their interests in the properties, co-hate or inco-hate.

THE LOUIS ROLLIN HEAD FOUNDATION, INC.

By

J. Reed Coleman  
J. Reed Coleman, President

George Burrill  
George Burrill, Assistant Secretary

J. Reed Coleman (SEAL)  
J. Reed Coleman

Jane Coleman (SEAL)  
Jane Coleman

Russell E. Van Hoosen (SEAL)  
Russell E. Van Hoosen

Dorothy J. Van Hoosen (SEAL)  
Dorothy J. Van Hoosen

Charles Anchor (SEAL)  
Charles Anchor

Eleanore Anchor (SEAL)  
Eleanore Anchor

Franklin W. Terbilcox (SEAL)  
Franklin W. Terbilcox

Colleen A. Terbilcox (SEAL)  
Colleen A. Terbilcox