

**THE PRAIRIE ENTHUSIASTS, INC.
MANAGEMENT AGREEMENT**

**Recommended by Land Protection Committee: July 6, 2011
Adopted by TPE Board: May 16, 2012**

THIS AGREEMENT, made this ____ day of _____, 20__ by and between _____ (hereinafter referred to as the “landowner”) and The Prairie Enthusiasts, Inc., a non-profit corporation organized and existing under the laws of the State of Wisconsin (hereinafter referred to as “TPE”);

WHEREAS, TPE, is a non-profit organization qualifying under Section 501(c)(3) of the Internal Revenue Code. TPE seeks to ensure the perpetuation and recovery of prairie, oak savanna, and other associated eco-systems of the Upper Midwest through protection, management, restoration, and education. In doing so, TPE strives to work openly and cooperatively with private landowners and other private and public conservation groups; and

WHEREAS, _____ is the owner(s) of approximately ____ acres of land located in the Town of _____, _____ County, State of _____, which is more particularly described in Exhibit A attached hereto and incorporated by reference herein (hereinafter referred to as the “Property”); and

WHEREAS, this Property contains rare and undisturbed natural characteristics and features or contains natural communities which are worthy of protection; and

WHEREAS, the landowner and TPE both desire to provide additional protection for this natural area site and the native species found thereon, and to have the area managed in the manner consistent with the preservation and protection of the natural characteristics of the Property.

NOW THEREFORE, in consideration of the foregoing, the landowner authorizes TPE to manage the Property under the following terms and conditions:

1. TERM: This agreement shall be in effect from the signing and shall continue through the _____ day of _____, 20__ . It shall continue thereafter on a year to year basis unless either party gives written notice to the other party terminating this agreement, which notice shall be given not later than 90 days prior to the expiration of the term, or any extension thereof.
2. MANAGEMENT: TPE may implement the management plan for the Property, a copy of which is attached hereto as Exhibit B and incorporated by reference herein.

TPE management activities may include but are not limited to prescribed burns, brush control, thinning trees, monitoring of endangered and threatened species and communities, control of exotic plants, seed picking and augmentation planting, and other

tasks which are called for in the management plan. To implement the plan, TPE may use volunteer crews supervised by experienced stewardship volunteers or contractors skilled in natural area management.

TPE shall have the right to place signs on the property informing the public of its involvement on the property and prohibiting use that is inconsistent with the management plan.

TPE will provide the landowner with notice prior to management activities taking place on the Property. Prescribed burning will be done only on a date mutually agreeable to the landowner and TPE. The landowner shall not withhold consent for prescribed burning without reasonable cause.

Any management or maintenance of the Property done under this provision shall be at the option and expense of TPE. The landowner shall remain liable for all real property taxes and assessments and all other expenses pertaining to ownership of the Property.

3. **LIABILITY:** Except where injury was caused by acts of negligence of the landowner, the landowner shall not be liable for any injury to personal property of TPE, its members, invitees, guests or agents on the property.
4. **TERMINATION:** If either party deems the other party to be in violation of this agreement, the party believing the violation exists shall give written notice to the other party advising the other party that it is deemed to be in violation. The other party shall have 15 days to cure the violation. If the other party fails to cure the violation, the aggrieved party shall have the option to terminate this agreement. Termination shall not be the exclusive remedy and the aggrieved party shall have the right to pursue any and all remedies available to it under law.
5. **NOTICE:** Where this agreement requires written notice or the submission of reports to the parties, these documents shall be hand delivered or mailed to the parties at the addresses set forth below:

TPE

LANDOWNER

If notice is mailed, it shall be effective when deposited in the mail.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date shown above.

TPE, Inc.

By: _____
President

Date: _____

By: _____
Chapter Representative

Date: _____

LANDOWNER(S):

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO MANAGEMENT AGREEMENT

(Attach full legal description and a map, aerial photo or GIS map and GIS points.)

EXHIBIT B
MANAGEMENT PLAN

Attach a copy of final executed Management Plan.