

August 29, 2013

VIA HAND DELIVERY

CLIENT/MATTER NUMBER
999400-2538

Ms. Diane Brusoe
Master Plan Expert and Property Planner
Bureau of Lands and Facilities
Wisconsin Department of Natural Resources
101 S. Webster Street
Madison, WI 53707

Re: The Sauk Prairie Conservation Alliance's Legal Comments on
the WDNR's Preliminary Vision and Goal Statements and
Three Draft Conceptual Alternatives for the Sauk Prairie
Recreation Area

Dear Diane:

The Sauk Prairie Conservation Alliance ("Alliance") has asked our firm to review and comment on the Wisconsin Department of Natural Resources' ("WDNR") Preliminary Vision and Goal Statements and Three Draft Conceptual Alternatives released on July 12, 2013 as part of the WDNR's master planning process for the Sauk Prairie Recreation Area ("Area"). The comments below, which are made on the Alliance's behalf, supplement the comments that the Alliance submitted to you on July 2, 2012, August 17, 2012, and any other comments submitted by the group or its members.

First and foremost, the Alliance strenuously opposes inclusion of high-impact recreational uses in the WDNR's master plan for the Area. Proposed Alternative 3 includes ATV trails and a shooting range, which are high-impact, intensive recreational uses that the WDNR does not have the authority to implement and that would have a significant environmental impact. Implementation of these uses would require National Park Service ("NPS") approval, and even if NPS granted its approval (which is unlikely), that process will be time consuming and costly. These high-impact uses would harm important native plant and animal species, would create a nuisance to neighbors and would detrimentally impact other owners of the former Badger Army Ammunition Plant property. *Under no circumstances will the Alliance support high-impact uses on any part of the Sauk Prairie Recreation Area.*

The Alliance also does not support the way the WDNR has packaged its alternatives, such that all of the recreational uses are lumped together in Alternative 3. Instead, the Alliance supports the alternative developed by the Badger Oversight Management Committee ("BOMC"), Alternative 4 – Conservation/Low Impact Recreation Emphasis ("Alternative 4"). A copy of this alternative is attached as Exhibit A. Alternative 4 combines habitat restoration, conservation and reasonable low-impact recreational uses, and is consistent with the 2001 Badger Reuse Plan (which the WDNR helped to create). The Alliance believes Alternative 4 is the best option for the Area.

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In any event, WDNR should not let its focus on high-impact uses delay the public's ability to use the property for the uses already approved by NPS. As such, at a minimum, the WDNR should adopt Alternative 4 in its master plan for the Area now - and if the Department is serious about pushing for high-impact uses at the property - it should seek NPS approval separately and amend the master plan later, if NPS approval is granted.

The Alliance has a long history of working collaboratively with all of the Area stakeholders, including the WDNR. The planning process for this property has been ongoing for more than a decade, and until recently, has gone fairly smoothly. At no point in the past decade has anyone strongly pushed for high-impact uses on the property, and even during this process, the broad public consensus seems to be against such uses. The Alliance therefore asks the WDNR to drop its consideration of high-impact uses at the Area, or at a minimum, shelve it for future discussion, and thereby allow the planning process that everyone envisioned for the property to proceed forward collaboratively.

I. WDNR Should Adopt Alternative 4

Alternative 4 was developed by the BOMC as a hybrid of WDNR's Alternatives 2 and 3, and was designed to be consistent with prior planning for the Area, including the 2001 Badger Reuse Plan. At the time WDNR released the conceptual alternatives for public review, it stated that "the draft master plan will likely have a mix of elements taken from each of the conceptual alternatives."¹ Alternative 4 is consistent with WDNR's expectation.

Alternative 4 places an emphasis on land uses and management objectives that complement each other, and those of the surrounding land owners. This alternative is intended to enhance the health, culture, and economy of the Area and the surrounding community. Alternative 4 focuses on ecological restoration projects in collaboration with agricultural, educational and scientific research programs, which together are intended to support an enhanced understanding and appreciation of the Area's wildlife and history. Opportunities for outdoor recreation are also an integral component of this alternative, and will include a number of traditional low-impact activities like hunting, fishing and hiking.

Alternative 4 is consistent with the WDNR's established goals for the Area. The first WDNR goal is ecological management, whereby WDNR would like the Area to "[p]rovide extensive areas of grassland and oak savanna habitats to support the significant grassland and shrubland bird populations," and "restore and enhance the ecological transition zone between the

¹ Public Asked to Comment on Draft Conceptual Alternatives for Operation of Former Badger Army Ammunition Plant as the Sauk Prairie Recreation Area, July 12, 2013, available at http://dnr.wi.gov/news/BreakingNews_Lookup.asp?id=2864 (citation omitted).

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Baraboo Hills and the Wisconsin River . . .”² The second listed WDNR goal is to “[p]rovide for public recreation that complements and fulfills regional needs while providing opportunities that draw users past significant cultural and natural points of interest as well as aesthetic vistas.”³ In other words, based on WDNR’s own ordering of these goals, ecological management is the primary goal for the Area, and recreational uses should be secondary, and complimentary, to that goal. Alternative 4 strikes the right balance between these interests, focusing on ecological restoration as complimented by opportunities for outdoor recreation. Conversely, the high-impact uses of ATV trails and a shooting range place a premium on recreational use of the Area at the expense of ecological restoration and management.

II. WDNR Does Not Have the Authority to Allow High-Impact Uses in the Area

NPS deeded the Area to the WDNR through the Federal Lands to Parks (“FLP”) Program. This program imposes use restrictions on the deeded property, and if the WDNR does not comply with these use restrictions, the Area will revert back to the federal government. *See* Exhibit B, p. 6, and Exhibit C, p. 6.

The Area is subject to two federal use restrictions. First, it must be used for public park or recreation purposes. Second, it must be used for the purposes for which it was conveyed. This is required by federal law and included in the deed, which states that “the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed . . . and as set forth in the program of utilization and plan contained in [WDNR’s] application . . . which program and plan may be amended from time to time . . . with the written concurrence of the other party.” Exhibit B, p. 3, Exhibit C, p. 3.

The Program of Utilization, a plan which the WDNR itself prepared and submitted to the NPS as part of its FLP application, includes only the following uses: hiking, biking, picnicking, primitive camping, Lake Wisconsin access and viewing, ecological restoration, environmental education, and cultural/historical interpretation. Exhibit D, p. 9. Further, the Program of Utilization explains: “Many groups with varying interests in [the Area] share a common goal with the WDNR to convert [the Area] to a recreational property with *low impact recreation*.” Exhibit D, p. 10.

ATV trails and shooting ranges are high-impact recreational uses. *See* Wis. Admin. Code NR 44.07(7)(a) (regarding Type 4 Recreational Use Settings, which may include shooting ranges, and stating that areas so designated offer “opportunities for *intensive* recreation use activities and experiences”) (emphasis added). These uses therefore fall outside the scope of the approved, low-impact recreational uses specified as the purpose for which the property was conveyed.

² WDNR Sauk Prairie Recreation Area Preliminary Vision and Goals, available at <http://dnr.wi.gov/topic/lands/masterplanning/SaukPrairie/>.

³ *Id.*

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Implementing these uses at the Area without seeking approval from NPS would trigger NPS's reversionary right, and the WDNR would lose ownership of the Area. *See* 40 U.S.C. § 550(e)(4)(A) ("if the property ceases to be used or maintained for [the purpose for which it was conveyed], all or any portion of the property shall . . . revert to the Government"), *see also* Exhibit B, p. 6, Exhibit C, p. 6 ("In the event there is a breach of any of the conditions and covenants herein . . . all right, title and interest in and to the [Area] shall revert to and become the property of the [NPS]").

Put simply, WDNR does not currently have the authority to approve ATV trails or a shooting range at the Area. WDNR would need to file an application with NPS to amend its Program of Utilization prior to allowing such uses on the property, and to our knowledge, WDNR has not yet filed such an application.

III. This Is A Strong Likelihood That NPS Will Not Approve Of High-Impact Uses

Even if WDNR asks the NPS for permission to allow high-impact uses at the Area, there is a strong likelihood that NPS will not approve such uses. The NPS amendment process is not simply a rubber stamp, procedural requirement. The WDNR will have to convince the NPS that high-impact uses will not harm the environment and will fit with the other Area resources and uses. The Alliance does not believe that WDNR will be able to do so.

The specific location for the Special Use Zone described in Alternative 3, where WDNR proposes to locate the ATV trails and shooting ranges, is not well suited for such uses for at least four reasons. First, the area is surrounded by the U.S. Dairy Forage Research Center ("USDFRC"). As expressed in USDFRC's comment letter, dated August 5, 2013, USDFRC believes the high-impact uses would negatively impact its operations. *See* Exhibit E, pp. 2-3. USDFRC is concerned about these high-impact uses inhibiting USDFRC's site access and causing noise that will negatively impact its animals. *Id.*

Second, in conceptual Alternative 2, WDNR identifies a Native Community Management Zone that is within the same area as Alternative 3's Special Use Zone. Native Community Management Areas have "a distinct and reoccurring assemblage of populations of plants, animals, bacteria and fungi naturally associated with each other and their physical environment and which are indigenous to the area." Wis. Admin. Code NR 44.06(6)(a). WDNR's management objective for these areas "is to represent, restore and perpetuate native plant and animal communities." ATV trails and a shooting range are not consistent a Native Community Management Area, and, in fact, are likely to significantly harm existing native plant and animal communities through habitat disturbance and noise. In other words, WDNR in Alternative 2 has admitted that the proposed Special Use Zone in Alternative 3 contains important plant and animal species, and as such, allowing ATVs and a gun range in that area will significantly impact the environment.

Third, the Special Use Zone includes several areas that are deed restricted from being disturbed because of environmental contamination. These deed restrictions prohibit any ground

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intrusive activities, including raking, scratching, scraping, tilling, moving, digging excavating, drilling, auguring, trenching, plowing, etc., the surface and subsurface levels of the earth with manual tools, anchors, rods, augers, motorized equipment, farm implements, construction equipment, earth moving equipment, or by any other means. Exhibit B, p. 9, Exhibit C, p. 9. ATV trails in this restricted area will undoubtedly result in ground disturbance, and therefore ATV trails are inconsistent with the NPS land grant.

Finally, as described in more detail in the next section, when NPS conducts a full environmental analysis of these high-impact uses, the Alliance believes NPS will determine that these uses would have a significant environmental impact.

IV. High-Impact Uses Will Have A Significant Environmental Impact, And Including Them In The Master Plan Would Require An Environmental Impact Statement

As discussed, if WDNR insists on proceeding with seeking approval for ATV trails and a shooting range in the Area, it will have to obtain NPS's approval. Because these uses would have a significant impact on the environment, the WDNR's application to NPS would trigger the National Environmental Policy Act's ("NEPA") and Wisconsin Environmental Policy Act's ("WEPA") environmental impact statement ("EIS") processes. This will result in an increase in the expenditure of resources, as it will cost agency time and money to develop an EIS, and the processes mandated by these additional steps will take time and could result in a delay of the already approved Area uses.

Both NEPA and the state equivalent, WEPA, require that certain processes be followed before an agency can make a decision that would significantly affect the quality of the human environment. The first step in the process is generally to conduct an environmental assessment to determine whether the proposal will have a significant environmental impact. If the assessment results in a finding of no significant impact ("FONSI"), an environmental impact statement is not required. If it results in a finding of significant impact, the agency must then conduct an EIS. As the Department is aware, completing an EIS is a huge undertaking; the final document is usually hundreds of pages long.

Because the proposed high-impact uses are likely to significantly impact the environment, it is likely that an EIS will be required before NPS could approve of the uses. Although an EIS was prepared in 2003, the 2003 EIS did not analyze the high-impact recreational uses set forth in Alternative 3. Rather, the 2003 EIS analyzed and contemplated only low-impact recreational uses. The discussion of "recreation" in the EIS was limited to: "passive or non-invasive nature based 'ecotourist' activities." Exhibit F, pp. 4, 9. And the EIS contemplated only three scenarios: low intensity use, low/medium intensity use, and medium intensity use. Exhibit F, p. 5. None of these scenarios analyzed high-impact recreational uses like ATV trails or shooting ranges (snowmobiling is mentioned, but unlike ATV trails, snowmobiling poses little to no risk of soil

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compaction, does not result in the spread of invasive plant species, and would not disrupt species during breeding seasons).

The Alliance believes that the WDNR's proposed high-impact recreational uses for the Area would cause more than a minimal impact to the environment, and would therefore require an EIS. The ATV trails will require the WDNR to consider plant removal, soil disturbance, soil compaction, safety, noise, increased wildfire risk, spread of invasive plant species, and potential disruption of species during their breeding seasons. A shooting range will require the WDNR to consider construction of buildings and safety berms, excavation of soil, noise, safety, displaced wildlife, and lead contamination. These are all major concerns for such unique land with high ecological value (i.e., unique prairie, oak savannah, and oak woodland).

In the recent past, the federal government has gone through the NEPA process for two facilities in Wisconsin that were using federal funds to renovate or create a shooting range. In 2001, the U.S. Fish and Wildlife Service ("FWS") evaluated a plan to renovate an existing shooting range in Eagle, Wisconsin that had originally been built in 1971. The WDNR completed an environmental assessment, and FWS used that to make a finding of no significant impact ("FONSI"). As a result, no EIS was required. In addition, in 2002, FWS approved a proposal to create a shooting range in Chippewa County, Wisconsin using federal funds. The proposed range was a small, two-lane range, which was to be located on a heavily disturbed area used for clean fill disposal and adjacent to a capped landfill. Again, FWS relied on a WDNR environmental assessment to conclude that a FONSI was appropriate for this facility.

The facts associated with this case are significantly different. This would not be merely a renovation of an existing shooting range, the WDNR's proposed shooting range would not be located in a heavily disturbed area next to a capped landfill, and the Department is also proposing ATV trails in conjunction with the shooting range. When deciding whether an EIS is necessary, NPS considers, among other things: the presence of unique ecological characteristics, the degree to which impacts are controversial, and whether an action may establish a precedent for future actions. NPS DO-12 Handbook § 4.2B. The Area is comprised of unique prairie, oak savannah, and oak woodland; the high-impact recreational uses are highly controversial; and allowing the WDNR to avoid an EIS would set a bad precedent by allowing entities to conduct bait-and-switch practices by first seeking to have low-impact uses approved only to circumvent the NEPA process by amending an existing approval.

Based on these factors, it seems highly likely that a full EIS will be required. Compliance with the NEPA process will take time and resources, and may result in a significant delay before the Area can be used.

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V. WDNR's Public Comment Process To Date Has Been Insufficient

Consistent with the regulations in Wis. Admin. Code NR 44.04(7)(f), WDNR developed a Public Participation Plan as part of the master planning process for the Area. *See* Exhibit G. Under the Public Participation Plan WDNR was to “hold informal public meetings at key points of the master planning process to present and discuss information on the property and plan proposals, and to listen to [public] comments and suggestions.” Exhibit G, p. 3. One such informal meeting was recently held on July 31, 2013, and members of the Alliance attended. This meeting had an open house type format, and did not sufficiently provide Alliance members or members of the general public with an opportunity to hear the opinions of other members of the public or WDNR’s responses.⁴

Under the Public Participation Plan, WDNR has the authority to conduct special meetings “to discuss specific issues in depth.” Exhibit G, p. 4. Due to the amount of controversy associated with the high-impact uses, the Alliance believes that WDNR must in the future hold public meetings in which members of the public have the opportunity to express their opinions and concerns, in an environment in which everyone can also hear their comments and the WDNR’s responses.

CONCLUSION

The WDNR should choose Alternative 4 as its preferred alternative for the master plan, as Alternative 4 accurately reflects the Area’s previously proposed and approved uses. Adopting this alternative will not require NPS approval or an EIS under federal or state law. Although the Alliance does not support high-impact uses in the Area, if the WDNR still desires to use part of the Area for high-impact uses, the WDNR should pursue NPS approval, comply with NEPA and WEPA, and revise the master plan for the Area at a later date.⁵ This will allow the public to begin using the Area as soon as possible, which should be in everyone’s best interest.

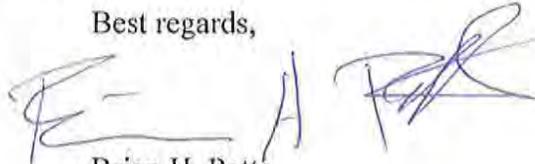
⁴ Although the WDNR did allow the public to ask a few questions during the presentation, all members of the public were not afforded the opportunity to speak.

⁵ There are no time limits on when WDNR may seek to amend the Program of Utilization for the property. More importantly, master plans can be amended at any time. *See* Wis. Admin. Code NR 44.04(6)(a).

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Should you have any questions, please do not hesitate to contact me.

Best regards,



Brian H. Potts

Attachments (listed below)

cc: With Attachments To All:

Governor Scott Walker (via U.S. mail)
Secretary Cathy Stepp (via U.S. mail)
Representative Fred Clark (via U.S. mail)
Senator Jon Erpenbach (via U.S. mail)
Representative Mark Pocan (via U.S. mail)
Senator Ron Johnson (via U.S. mail)
Senator Tammy Baldwin (via U.S. mail)
Elyse LaForest, NPS (via U.S. mail)
Richard E. Muck, U.S. Dairy Forage (via U.S. mail)
Representative David Greendeer, Ho-Chunk Nation (via U.S. Mail)
Bill Wenzel, BMOC (via U.S. Mail)

Attached are selected pages from the following materials:

Exhibit A: Alternative 4 – Conservation/Low Impact Recreation Emphasis
Exhibit B: Quitclaim Deed, June 2010
Exhibit C: Quitclaim Deed, April 2011
Exhibit D: Federal Lands to Parks Program Application
Exhibit E: USDA letter regarding WDNR Sauk Prairie Recreation Area (SPRA) Draft Conceptual Alternatives, August 5, 2013
Exhibit F: Final Environmental Impact Statement: Badger Army Ammunition Plant
Exhibit G: Sauk Prairie Recreation Area Public Participation Plan, July 2012

BADGER OVERSIGHT MANAGEMENT COMMISSION

Recommendation on Sauk Prairie Recreation Area Draft Conceptual Land Use Alternatives

ALTERNATIVE 4

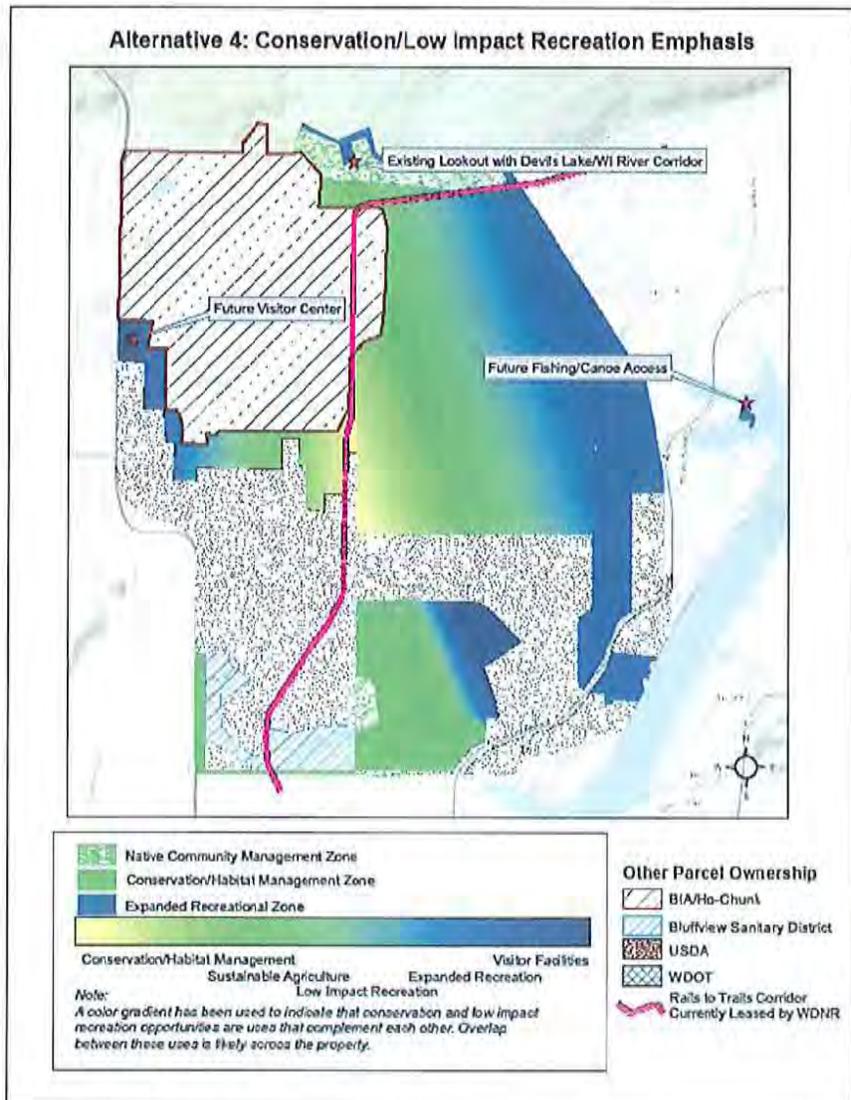
Conservation/Low Impact Recreation Emphasis

The 2001 Badger Reuse Plan was an agreement entered into by 21 representatives of local, state, federal and tribal units of government as well as neighboring landowners, businesses, school districts and nonprofits. The plan emphasizes conservation and low-impact recreational activities and it is still in effect. The National Park Service agreement with DNR (Wisconsin Department of Natural Resources) also emphasizes conservation and low-impact recreational activities. Alternative 4 below continues this emphasis on conservation and low-impact recreation uses.

Under this management alternative, emphasis is placed on land uses and management objectives that complement each other and those of the surrounding land owners, enhancing the health, culture, and economy of the Badger lands and the surrounding community. This alternative views current planning and implementation efforts as the most recent expression of a long history of human activity on the Sauk Prairie, and as an opportunity to honor the sacrifices and contributions of our ancestors. It acknowledges the legacy of conflict that has marked previous chapters of human experience on the Sauk Prairie, and advances the process of reconciling these conflicts.

Healing the land is an essential step in that process, and at Badger, healing the land is a "re-creational" activity of the first order. Ecological restoration projects, aided by collaborative agricultural, educational, and scientific research programs, will support enhanced understanding and appreciation of Badger's wildlife and its natural and cultural history, and demonstrate new ways to secure healthy, thriving human and natural communities. The history of all the people who have made the Sauk Prairie home over thousands of years will be shared. That history will include the story of the Badger Army Ammunition Plant and will continue through the current efforts to develop and implement the consensus vision for the future of this long contested site.

Opportunities for outdoor recreation will include traditional activities (such as hunting and fishing) that have long been among the varied uses of the Badger property, and that contribute importantly to greater awareness of Badger's full conservation value. Of particular value are the property's important populations of grassland birds. The presence of these birds and other wildlife will attract thousands of visitors, as wildlife viewing continues to expand in popularity in the coming decades. Because the benefits of peace and quiet are among the most rapidly diminishing natural resource values in our contemporary environment, and consequently are among the frequently most sought after, a wide variety of low-impact recreational activities will be accommodated. The opportunity to explore the Badger property, especially given the promise of a regional recreational trail linking the



Sauk Prairie Recreation Area to nearby major regional trails, will draw thousands more to the area. Their experience of the area will be enhanced by interpretive trail signage and guided tours.

Eventually, the creation of a Visitor Center will serve as a focal point for orienting visitors and as a destination for students of all ages interested in exploring Sauk Prairie's unique geological, ecological, and human history. Visitors will be encouraged to participate in on-site restoration and citizen science projects.

Because agriculture is such a fundamental component of the Wisconsin economy and landscape, and will remain an essential tool for economic development and land stewardship in the future, creative opportunities will be provided for local family farm operators to participate in collaborative conservation agriculture research projects. Badger's landscape includes not only the SPRA but lands now held by the USDA Dairy Forage Research Center and potentially the Ho-Chunk Nation, offering a unique and remarkable opportunity to study new ways to combine agricultural production with the conservation and restoration of soils, water, wildlife, forests, grasslands and wetlands. Research and demonstration of innovative conservation agriculture practices such as managed, rotational livestock grazing to help control invasive plants and woody vegetation will benefit the land, our farming neighbors, Badger's recreational users, and the people of Wisconsin. Private landowners, volunteers, students, and community organizations will come to Badger and play an active role in these land restoration and stewardship activities. As Badger's landowners work together with visitors, neighbors, and partners, a changing landscape of row crop, pasture, restored prairies and savannas, and woodlands will provide a valuable model, showing how Wisconsin's land can support an agricultural economy that enhances farm families, local economies and farm communities, and healthy populations of native birds and other wildlife, in a public setting that can be enjoyed and appreciated by generations to come.



Specific Activities and Uses consistent with Conservation and Low Impact Recreation:

- Implement plan elements specified in the Badger Reuse Plan;
- Restore large, unfragmented tracts of grassland, wetland and shrubland (Habitat Management Zone)* to support native and migratory birds and wildlife;
- Restore remnants of native natural communities and the species they support (Native Community Management Zone)*; limit access to pedestrian use;
- Provide low-impact porous non-paved recreation trails that complement the topography and resource management;
- Preserve and enhance key vistas through vegetation management;
- Selectively site and construct (through community partnerships) a new visitor center with interpretation and educational opportunities;
- Provide interpretation and education opportunities about this property's history and geographic location, acknowledge Ho-Chunk Nation history and Euro-American histories and displacements, and the design, operation and decommissioning of the Badger Army Ammunitions Plant;
- Provide facilities such as a classroom, parking area, staging area, wash station and bathrooms near the Visitor's Center in the Habitat Restoration Zone;
- Identify and improve primary auto access roads through the property and deconstruct roads no longer needed. Limit vehicle access;
- Provide interpretation and education opportunities for schools and universities;
- Use volunteers to promote community participation in education and to help restore natural communities;
- Provide outdoor research opportunities for ecologists, scientists and students;
- Develop parking, picnic areas and viewing areas in the Expanded Recreational Zone* and to a lesser degree in the Habitat Restoration Zone*;
- Develop a fishing pier, canoe/carry-in boat access, and picnic area at the Lake Wisconsin parcel;
- Provide a multiple use trail connecting the Sauk Prairie area, Merrimac area, and Devil's Lake State Park via Burma road consisting of hiking and biking and a seasonal snowmobile trail on an agreed upon route;
- Designate parcel "M" and "M1" as a Habitat Restoration Zone*;
- Remove any unwanted infrastructure, buildings or debris that remains on the property, with the exception of infrastructure that may provide bat habitat and support bat research.

Note (*): The use of the term "Zone(s)" above is to maintain compatibility with language in other DNR proposed alternatives; BOMC members feel this term in most cases is too restrictive and exclusive for Badger lands which often have characteristics of one or more zone types in one area. Exclusive use zones may conflict with the first Value of the Badger Reuse Plan: to manage Badger as a whole.

HOW YOU CAN HELP:

As individual stakeholder members of the Badger Oversight Management Commission (BOMC), Citizens for Safe Water Around Badger, Sauk Prairie Conservation Alliance, and Wisconsin Wildlife Federation strongly urge the public to contact the WDNR with your **SUPPORT** for **BOMC ALTERNATIVE #4** by August 30, 2013. Comments may be sent to Diane Brusoe, DNR Planner - LF/6, Wisconsin Department Natural Resources, P.O. Box 7921, Madison, WI 53707 or email DJane.Brusoe@wisconsin.gov.

DOC# 1010157

000204

Recorded
June 10, 2010 AT 01:20PM

QUITCLAIM DEED

Shant Bailey

THIS CONVEYANCE IS EXEMPT FROM A REAL ESTATE TRANSFER FORM
PURSUANT TO s. 77.255 (Ref. to s. 77.25 (2)) OF THE WISCONSIN STATUTES

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$79.00
Fee Exempt 77.25-(2)

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, National Park Service, Northeast Region with offices at 200 Chestnut Street, Philadelphia, PA 19106, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the State of Wisconsin, Department of Natural Resources, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the towns of Merrimac and Sumpter, Sauk County, Wisconsin, together with the improvements thereon, and more particularly bounded and described as follows:

79
Recording Area

Name and Return Address

DNR
Attn: R Hansen
PO Box 7921
Merrimac WI 52707-7921

Parcel Identification Number (PIN)

Parcel	Description	Acres
K	Northeast Corner	1,168.45
K1	Landfill #5	12.30
K2	Landfill #3	17.29
K3	Wood Duck Pond	1.15
L	River Corridor	199.33
M	Standard and Cannon Magazines	385.48
M2	Geotube Laydown Area	17.95
N	River Pump House	4.56
W	Southwest Corner	47.39
	TOTAL	1,853.90

Legal descriptions for the property are included as Exhibit "A-1, A-2, A-3, A-4 and A-5".

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

SUBJECT TO THE FOLLOWING:

000206

G. SHARED ROADS

Grantor reserves for itself and its assigns a non-exclusive easement for use of roadways whose centerlines represent the boundary between the property herein conveyed and adjoining property of Grantor. Likewise, Grantor hereby conveys to Grantee a non-exclusive easement for use of same roadways, including those portions of the roadways on Grantor's property.

H. ARMY RIGHT OF ENTRY

The property is conveyed subject to rights of Grantor to enter upon the Property for any purpose of its own as long as Army continues to occupy any portion of the former Badger Army Ammunition Plant. Any rights reserved in this regard shall not diminish or be diminished by any other rights of access reserved to Grantor in this Quitclaim Deed.

I. ARMY'S RIGHT TO REMOVE CLAY

Grantor reserves, on behalf of Army, the right to excavate and remove clay from any portion of the Property deemed necessary by Army or its designees in conjunction with landfill management and other environmental activities on the Property or on any other part of the Badger Army Ammunition Plant for so long as Army remains in control of such property and/or as long as Army shall retain responsibilities for landfill operation and/or maintenance or shall have other environmental responsibilities at Badger Army Ammunition Plant that reasonably require use of such clay. Grantor agrees, in its exercise of the rights herein reserved, that it shall make reasonable efforts to minimize disruption of Grantee's use of the Property.

J. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property;

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and, contingent on its issuance of:

Final Environmental Impact Statement Badger Army Ammunition Plant, dated March 2003; and

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant (BAAAP) Parcels K, K1, K2, K3, L, M, N, and W dated July, 2009; and

000207

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant
(BAAAP) M2 dated July, 2009;

assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 102-75.680 and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated June 7, 2004 and amended December 2, 2004, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. Beginning two years from the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. Revenues generated on this property may not be expended for non-recreation purposes. Until this property has been fully developed in accordance with the Program of Utilization, all revenues generated on this property must be used for the development, operation and maintenance of this property and other properties conveyed to the Grantee by the Grantor for public park or public recreational purposes in accordance with 41 CFR 101-47.308-7(n). After this property has been fully developed in accordance with the Program of Utilization, revenue generated on this property may be expended on other recreation properties operated by the Grantee.

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17. COVENANT AGAINST DISCRIMINATION:

The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

18. USE RESTRICTIONS:

Notwithstanding the current approved Program of Utilization and any amendments thereto, the use of the property shall be subject to the following conditions and restrictions at all times:

A. LAND USE RESTRICTION

Commercial, Residential, Utility, and Subsurface Recreational Use Restriction. The Grantee, its successors and assigns, shall not use the Property for commercial, residential, utility, or subsurface recreational purposes because MEC cleanup was completed only to a depth of four feet below ground surface. DoD Standard 6055.9 July 1999 Chapter 12 states that land remediated to four feet below ground surface can only be used for farming, agriculture, surface recreation, vehicle parking, or surface supply storage uses. For purposes of this provision, residential use includes, but is not limited to: single family or multi-family residences; childcare facilities; nursing home or assisted living facilities where people would be living full time.

This restriction only applies to the areas that are identified as MEC Cleanup Areas in Exhibit "H." This restriction would apply to all of Parcels M and M2 and one area in Parcel L around Buildings #9100-14, #9100-15, #9100-16, and #9100-19.

B. POST-TRANSFER DISCOVERY OF CONTAMINATION

i. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns, believe the discovered hazardous substance is due to Grantor's activities, use, or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substance. Grantee will not further disturb such hazardous substance without the written permission of the Grantor.

ii. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property

000218

E. RESTRICTION AGAINST SOIL DISTURBANCE

The Grantee is hereby informed and does acknowledge that certain portions of the Property are assigned a dig restriction related to the soil for the protection of human health. Detailed restrictions and conditions are attached as Exhibit B.

F. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC, specifically munition constituents (MC) in high enough concentrations to pose an explosive hazard (MEC (MC)). Detailed restrictions and conditions are attached as Exhibit C.

G. PROCEDURES FOR INADVERTENT DISCOVERIES OF ARCHEOLOGICAL RESOURCES

1. Upon discovery of a previously unknown archeological site, Grantee will notify Grantor and immediately cease activities in the area of the discovery. The site must remain fenced off until consultation with the SHPO, and other pertinent parties, is complete and protection of the site or mitigative data recovery is completed. Grantee shall ensure that construction areas both immediate and adjacent to locations of inadvertent discoveries are monitored by a professional archeologist, as defined in Wisconsin Stats. §157.70(1)(l), at any time such archeological resources are at risk to exposure, destruction, desecration or other threat of harm.
2. Grantee shall notify the SHPO and the Ho-Chunk Nation of any archeological properties discovered, and shall provide a recommendation regarding treatment to resolve project impacts, requesting the views of the SHPO and the Ho-Chunk Nation through a consultation, within seven (7) days of the inadvertent discovery and pursuant to 36 CFR Part 800.15(c). If the archeological property is *in situ*, for purposes of Section 106, Grantee shall assume the property is eligible for listing on the National Register of Historic Places. The SHPO shall visit the site to provide consultation in the development of a mitigation plan with the archeologist, Grantee, and the Ho-Chunk Nation to guide protection, excavation, sampling, documentation, or other mitigation alternatives.
3. Grantee shall ensure that all construction contracts contain language describing potential delays to the contractor in the event of a discovery during construction. This will include language to stop construction in the area of the discovery to permit implementation of the mitigation measures in Section 2, above.
4. If human remains are discovered, Grantee shall comply with all Federal and state laws pertaining thereto.

H. THE GRANTEE AGREES TO COMPLY WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT OF 1966, AS AMENDED (16 U.S.C. 470), EXECUTIVE ORDER 11593 (MAY 13, 1971), AND THE

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ARCHAEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. 469).

The Grantee further agrees to consult with the State Historic Preservation Officer in conducting investigations, as necessary, to identify sites and resources on the property that may be on, nominated to, or eligible for nomination to the National Register of Historic Places, notify the Grantor of the existence of any such sites and resources, and comply with all requirements established by the Grantor to avoid or mitigate adverse effects on such sites or resources.

I. SUBJECT TO ARMY-WDNR OPERATING AGREEMENT

Grantee's occupancy and use of the property shall remain subject to the "Operating Agreement Between Wisconsin Department of Natural Resources (WDNR) And The United States Department Of The Army (Army) For Operations At The Badger Army Ammunition Plant (BAAP)," dated July 27, 2009, until such time as Army has completed all necessary operations and activities at BAAP.

19. RIGHT OF REVERSION: In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

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This deed is executed and delivered to the said Department of Natural Resources, State of Wisconsin, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 7th day of April, 2010.

UNITED STATES OF AMERICA

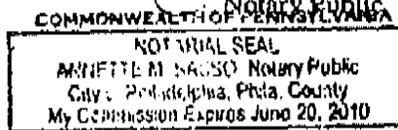
By: Dennis R. Reidenbach
Dennis R. Reidenbach, Regional Director
Northeast Region
National Park Service

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that Dennis R. Reidenbach, Regional Director of the National Park Service, Northeast Region, whose name is signed to the foregoing, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 7th day of April, 2010.

Annette M. Nicoso
Notary Public



My commission expires: _____

This deed was prepared by the National Park Service, Northeast Region, 15 State Street, Boston, Massachusetts 02109.

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EXHIBIT B**Restriction Against Soil Disturbance**

The Grantee is hereby informed and does acknowledge that certain portions of the Property are assigned a dig restriction related to the soil for the protection of human health. This notice is provided to minimize risk to human health and the environment and to promote human safety. The Property has three landfills with caps or soil cover. The Grantee, its successors and assigns, shall not conduct or permit others to conduct any ground intrusive activities, digging, or disturbance of soils within the DBG/Landfill #3, Landfill #5, and Oleum Landfill areas, the Gruber's Grove Bay Dredge Material Disposal Site, or within accepted easement of any process sewer pipeline. A site map depicting the locations of sanitary sewer pipelines, process sewer pipelines, and landfills is provided in Enclosure 1.

Ground intrusive activities, digging, or disturbance of soils includes, but is not limited to: raking, scratching, scraping, tilling, moving, digging, excavating, drilling, driving, augering, trenching, plowing, etc., the surface and subsurface levels of the earth, with manual tools, anchors, rods, augers, motorized equipment, farm implements, construction equipment, earth moving equipment or by any other means.

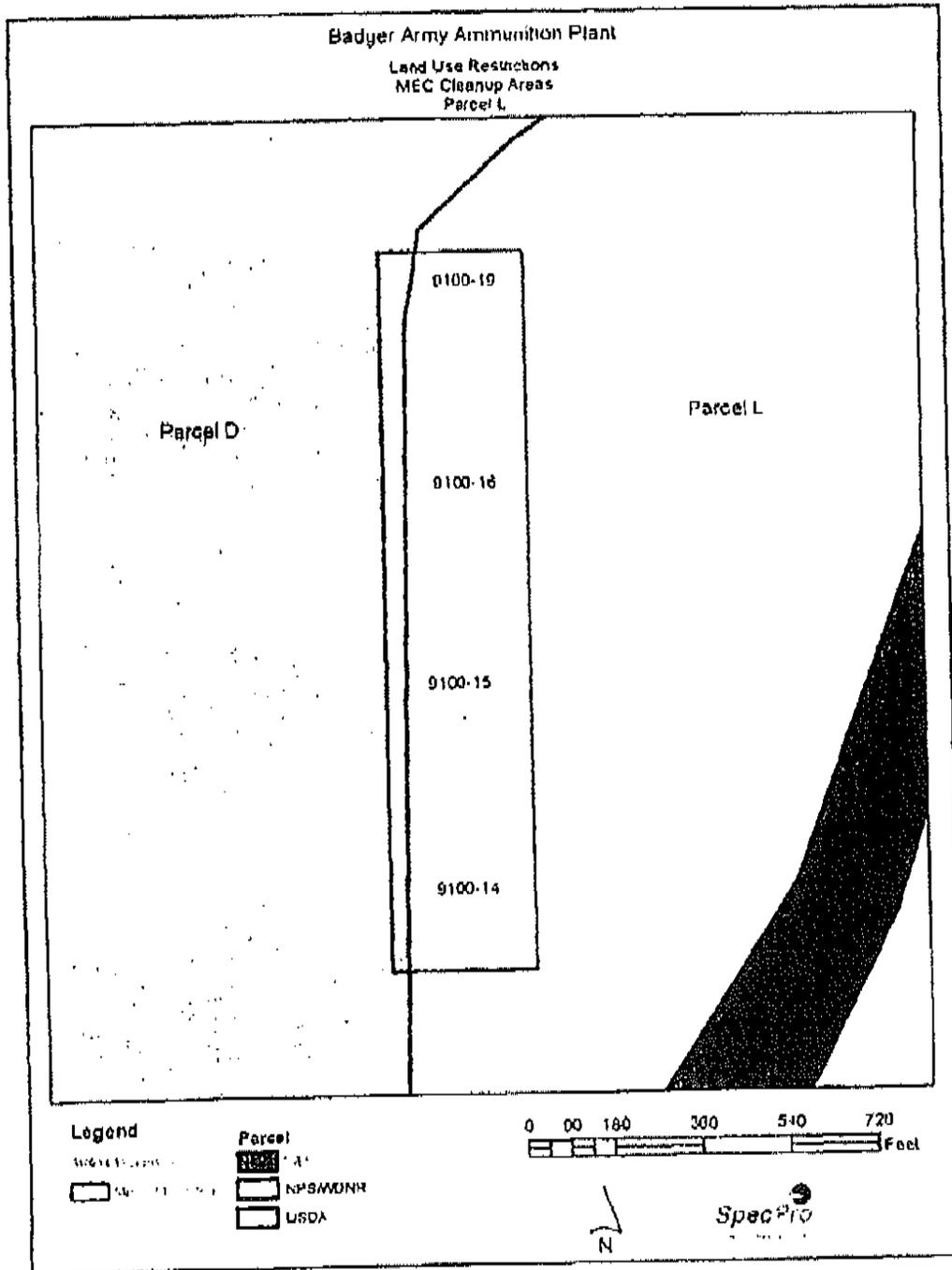
Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, State or Federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and WDNR, by first class mail, postage prepaid, addressed as follows:

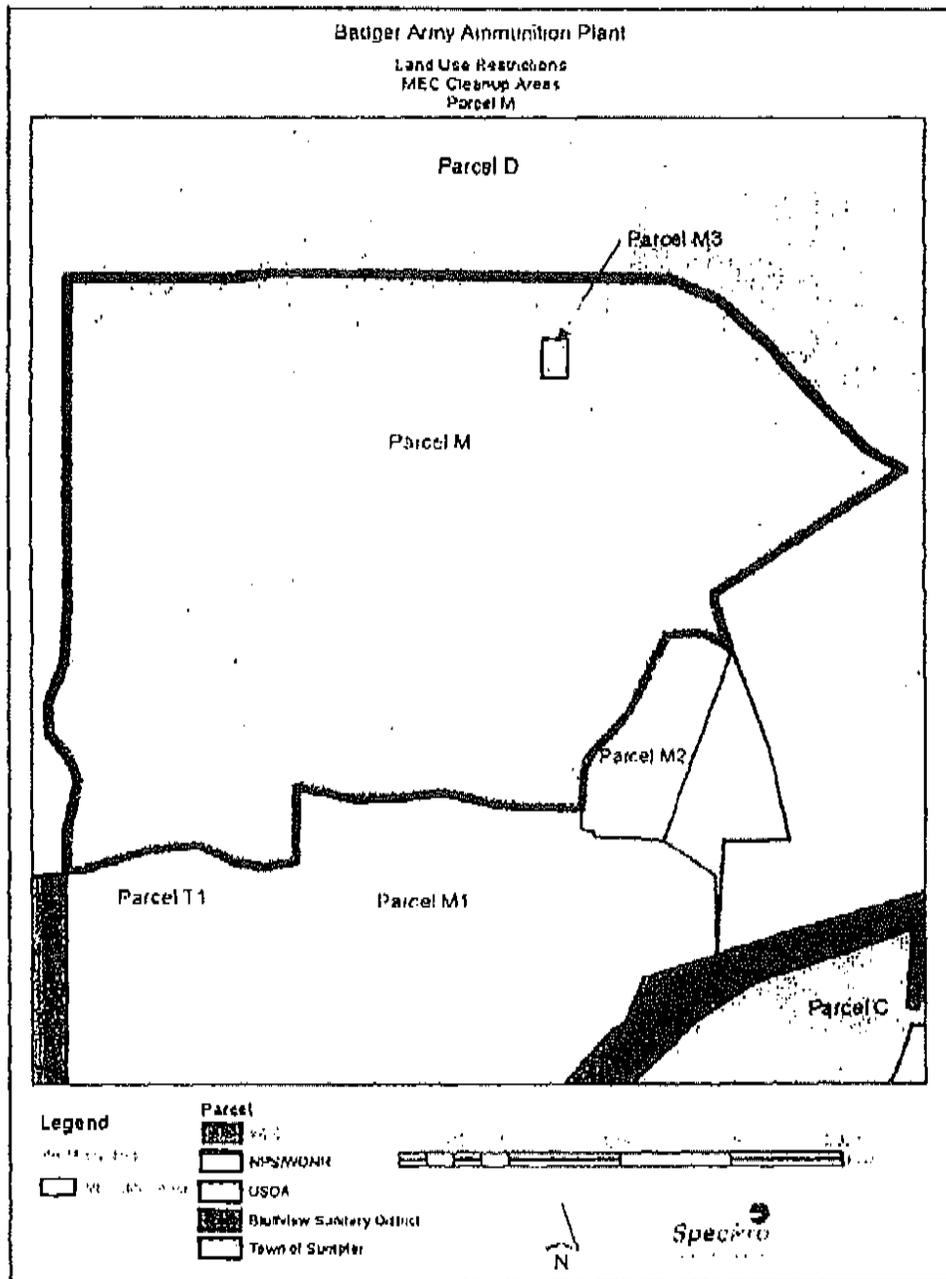
1. Grantor: Joseph J. Vignali
Chief, Consolidations Branch
Base Realignment and Closure Division
600 Army Pentagon
Washington, DC 20310-0600

2. State Regulator: Real Estate Director
Wisconsin Department of Natural Resources (WDNR)
101 S. Webster Street
PO Box 7921
Madison, WI 53707-7921

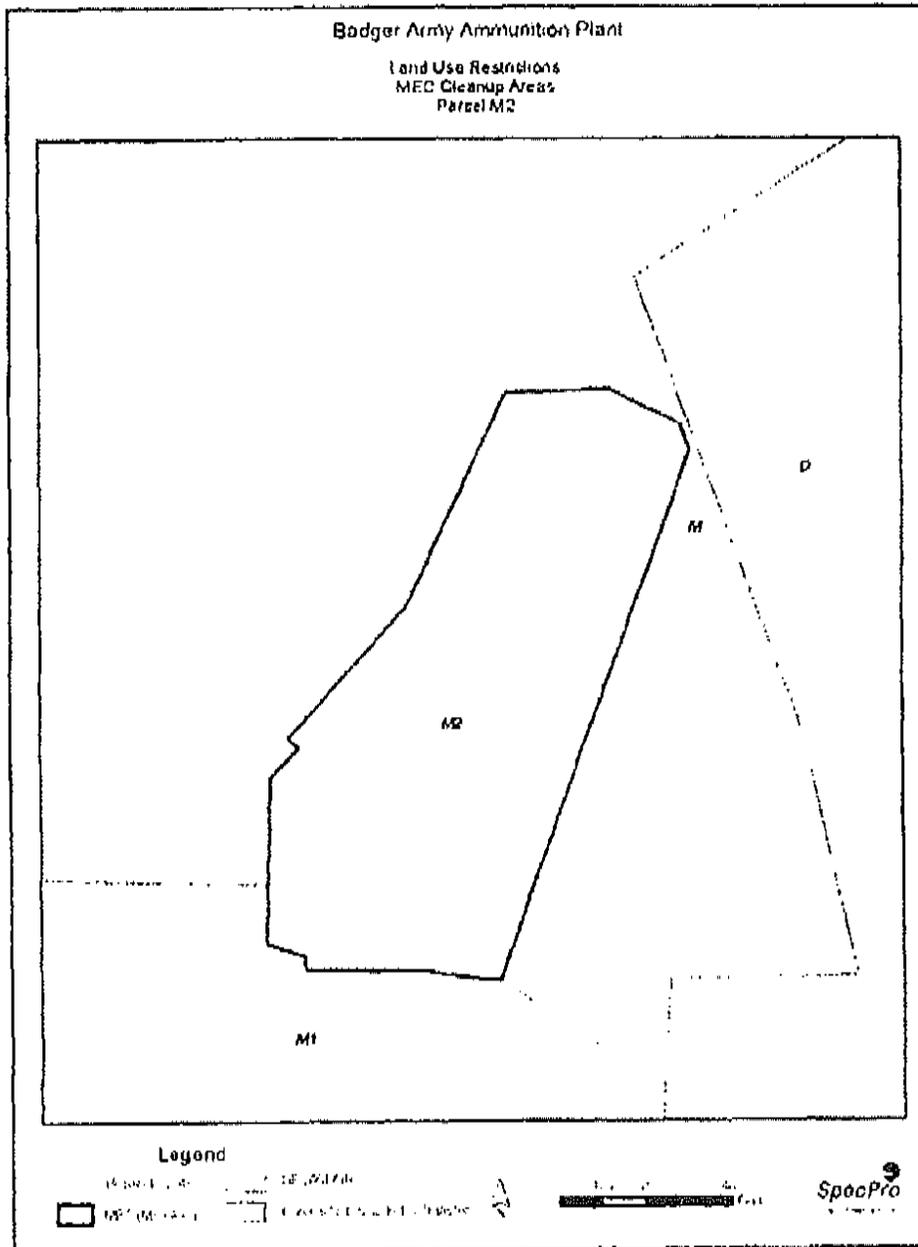
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UCC

4:01:33

QUITCLAIM DEED

DOC# 1030720

Recorded
Apr. 21, 2011 AT 08:30AM

Shirley Bailey

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$38.00
Fee Exempt 77.25-(2)

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the Regional Director, National Park Service, Northeast Region with offices at 200 Chestnut Street, Philadelphia, PA 19106, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. § 550 (e), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the State of Wisconsin, Department of Natural Resources, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all the right, title and interest of the Grantor in and to the following described property situated and being in the towns of Merrimac and Sumpter, Sauk County, Wisconsin, together with the improvements thereon, and more particularly bounded and described as follows:

Recording Area

Name and Return Address
STATE OF WISCONSIN DNR
SHARON SMITH LE/G
PO BOX 7921
MADISON, WI 53707-7921

Exempt 77.25 (Z)

Parcel Identification Number (PIN)

Parcel	Description	Acres
P2	Rocket Paste Area	161.69
P5	Railroad Scale Area	78.31
P6	New Acid & New Ng	43.15
S2	Metal Rest Houses	87.37
TOTAL		370.52

Legal descriptions for the property are included as Exhibit "A".

The Grantor hereby conveys to the Grantee all the right, title and interest of the Grantor in and to the use of any alleys, streets, ways and gores abutting or adjoining the land.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises, but

SUBJECT TO THE FOLLOWING:

- A. Any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and all public utilities affecting the property herein conveyed;

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B. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject property;

C. PROPERTY TO BE CONVEYED SUBJECT TO AN EASEMENT FOR RAIL USE

The Property is conveyed subject to an easement for railroad use, described in a Grant of easement from the United States of America to the State of Wisconsin, dated October 29, 2009, and recorded as Document No. 996314, dated November 3, 2009, in the Registrar's Office of Sauk County, Wisconsin.

D. EASEMENT FOR UNDERGROUND GAS LINE

The property is conveyed subject to an easement in perpetuity, reserved to Grantor and its assigns, for an underground natural gas pipeline, being the same easement granted for a thirty (30) year period by Grantor to Wisconsin Power and Light Company May 11, 1988, and recorded June 2, 1988, in the Sauk County Register's Office, Document No. 048760, Reel 465, Image 804 et seq.

E. PROPERTY TO BE CONVEYED SUBJECT TO EASEMENTS FOR UTILITIES

This conveyance is made subject to easements reserved to Grantor, its successors and assigns, for existing utilities lying upon, over, under, or across the property and serving the remaining Government-owned property at BAAP, including but not limited to electric, gas, telephone, water, and sewer lines and equipment.

F. SHARED ROADS

Grantor reserves for itself and its assigns a non-exclusive easement for use of roadways whose centerlines represent the boundary between the property herein conveyed and adjoining property of Grantor. Likewise, Grantor hereby conveys to Grantee a non-exclusive easement for use of same roadways, including those portions of the roadways on Grantor's property.

G. ARMY RIGHT OF ENTRY

The property is conveyed subject to rights of Grantor to enter upon the Property for any purpose of its own as long as Army continues to occupy any portion of the former Badger Army Ammunition Plant. Any rights reserved in this regard shall not diminish or be diminished by any other rights of access reserved to Grantor in this Quitclaim Deed.

TO HAVE AND TO HOLD the above premises, subject to the following specified easements, exceptions, restrictions, conditions, covenants, and reservations reserved in and to the United States of America, herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

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PURSUANT TO AUTHORITY contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and, contingent on its issuance of:

Final Environmental Impact Statement Badger Army Ammunition Plant, dated March 2003; and

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant (BAAAP) Parcels P2, dated June, 2010; and

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant (BAAAP) P5 dated April, 2010; and

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant (BAAAP) P6 dated June, 2010; and

Finding of Suitability to Transfer (FOST) Badger Army Ammunition Plant (BAAAP) S2 dated December, 2009;

assigned the property to the Department of the Interior for conveyance to Grantee. It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. That the property shall be used and maintained exclusively for public park or public recreation purposes for which it was conveyed in perpetuity in accordance with 41 CFR 102-75.680 and as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee dated June 7, 2004 and amended December 2, 2004, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area stating that:

This parkland was acquired through the FEDERAL LANDS TO PARKS PROGRAM of the United States Department of the Interior, National Park Service, for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements

C. ENDANGERED SPECIES

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Endangered and threatened species of animals and plants have been identified in Sauk County, Wisconsin, including the Higgin's eye pearly mussel, northern monkshood, and prairie bush clover. Grantee, its successors and assigns, agree it shall comply with all Federal, state, and local laws pertaining to endangered species.

D. WETLANDS

The Property contains wetlands. Activities contemplated for the Property by the Grantee are subject to any and all Federal, state, and local laws, rules, ordinances and regulations governing land used in a wetland area.

17. COVENANT AGAINST DISCRIMINATION:

The Grantee, by acceptance of this deed, covenants that it shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in its employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit, nor shall it apply with respect to religion for premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

18. USE RESTRICTIONS:

Notwithstanding the current approved Program of Utilization and any amendments thereto, the use of the property shall be subject to the following conditions and restrictions at all times:

A. LAND USE RESTRICTION are included as Exhibit "B" attached hereto.

B. POST-TRANSFER DISCOVERY OF CONTAMINATION

i. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns, believe the discovered hazardous substance is due to Grantor's activities, use, or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substance. Grantee will not further disturb such hazardous substance without the written permission of the Grantor.

ii. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property

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occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

C. GROUNDWATER RESTRICTION

Grantee is hereby informed and acknowledges that the groundwater under certain portions of the Property contains contamination as described below. The Grantee, its successors and assigns, shall not access or use groundwater underlying the Property for any purpose without the prior written approval of the Army and the WDNR. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

Groundwater beneath the Property is generally 30 to 140 feet below the ground surface. A contamination plume exists to the south and east of the Deterrent Burning Ground (DBG) in the northeast portion of the Property. A contamination plume also exists to the south of the Propellant Burning Ground (PBG) which is located in the south portion of the Property. The contaminants of concern in these plumes are solvents and dinitrotoluene (DNT). A contamination plume exists in the Rocket manufacturing area of the Property that is located in the east central portion of the plant. The contaminant of concern in this plume is DNT.

D. RESTRICTION AGAINST SOIL DISTURBANCE

The Grantee is hereby informed and does acknowledge that certain portions of the Property are assigned a dig restriction related to the soil for the protection of human health. Detailed restrictions and conditions are attached as Exhibit B.

E. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC, specifically munition constituents (MC) in high enough concentrations to pose an explosive hazard (MEC (MC)). Detailed restrictions and conditions are attached as Exhibit C.

F. PROCEDURES FOR INADVERTENT DISCOVERIES OF ARCHEOLOGICAL RESOURCES

1. Upon discovery of a previously unknown archeological site, Grantee will notify Grantor and immediately cease activities in the area of the discovery. The site must remain fenced off until consultation with the SHPO, and other pertinent parties, is complete and protection of the site or mitigative data recovery is completed. Grantee shall ensure that construction areas both immediate and adjacent to locations of inadvertent discoveries are monitored by a professional

CONFIDENTIAL

archeologist, as defined in Wisconsin Stats. §157.70(1)(l), at any time such archeological resources are at risk to exposure, destruction, desecration or other threat of harm.

2. Grantee shall notify the SHPO and the Ho-Chunk Nation of any archeological properties discovered, and shall provide a recommendation regarding treatment to resolve project impacts, requesting the views of the SHPO and the Ho-Chunk Nation through a consultation, within seven (7) days of the inadvertent discovery and pursuant to 36 CFR Part 800.15(c). If the archeological property is *in situ*, for purposes of Section 106, Grantee shall assume the property is eligible for listing on the National Register of Historic Places. The SHPO shall visit the site to provide consultation in the development of a mitigation plan with the archeologist, Grantee, and the Ho-Chunk Nation to guide protection, excavation, sampling, documentation, or other mitigation alternatives.

3. Grantee shall ensure that all construction contracts contain language describing potential delays to the contractor in the event of a discovery during construction. This will include language to stop construction in the area of the discovery to permit implementation of the mitigation measures in Section 2, above.

4. If human remains are discovered, Grantee shall comply with all Federal and state laws pertaining thereto.

G. SUBJECT TO ARMY-WDNR OPERATING AGREEMENT

Grantee's occupancy and use of the property shall remain subject to the "Operating Agreement Between Wisconsin Department of Natural Resources (WDNR) And The United States Department Of The Army (Army) For Operations At The Badger Army Ammunition Plant (BAAP)," dated July 27, 2009, until such time as Army has completed all necessary operations and activities at BAAP.

19. RIGHT OF REVERSION: In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect. In the event of a reversion, the Grantee agrees to provide an acceptable level of protection and maintenance of the property until title has actually reverted. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9620(H)).

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This deed is executed and delivered to the said Department of Natural Resources, State of Wisconsin, its successors and assigns, without any warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 29th day of March, 2011.

UNITED STATES OF AMERICA

By: Dennis R. Reidenbach
Dennis R. Reidenbach, Regional Director
Northeast Region
National Park Service

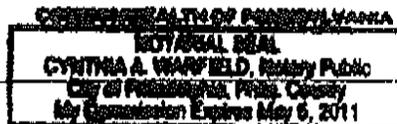
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA, TO-WIT:

I, the undersigned, a Notary Public in and for the aforesaid State and County, do hereby certify that Dennis R. Reidenbach, Regional Director of the National Park Service, Northeast Region, whose name is signed to the foregoing, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 29 day of March, 2011.

Cynthia A. Warfield
Notary Public

My commission expires: _____



This deed was prepared by the National Park Service, Northeast Region, 15 State Street, Boston, Massachusetts 02109.

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The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the State of Wisconsin shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

STATE OF WISCONSIN
Department of Natural Resources

By: *Cathy Stepp*
Cathy Stepp, Secretary

STATE OF WISCONSIN)
)ss
County of Dane)

On this 15th day of April, 2011 before me, the subscriber, personally appeared, Cathy Stepp, to me known, and known to me to be the individual described herein and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same on behalf of the State of Wisconsin.

Sharon J. Smith
SHARON J. SMITH
NOTARY PUBLIC

My Commission expires: 9/22/2013

EXHIBIT C

300070

EXHIBIT "B"
LAND USE RESTRICTION

JG0673

Exhibit "B"

LAND USE RESTRICTIONS

A. The Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Grantee, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(1) Commercial, Residential, Utility, and Subsurface Recreational Use Restriction. Certain areas of the Property required MEC cleanup and are identified as "MEC (MC) Area" on the maps in Exhibit "L." This restriction applies only to those MEC (MC) Areas. The Grantee, its successors and assigns, shall not use the MEC (MC) Areas for commercial, residential, utility, or subsurface recreational purposes because MEC cleanup was completed only to a depth of four feet below ground surface. DoD Standard 6055.9 July 1999 Chapter 12 states that land remediated to four feet below ground surface can only be used for farming, agriculture, surface recreation, vehicle parking, or surface supply storage uses. For purposes of this provision, full time residential use includes, but is not limited to: single-family or multi-family residences; childcare facilities; nursing home or assisted living facilities; and any building or structure for educational purposes for children/young adults in grades kindergarten through 12.

(2) Groundwater Monitoring Wells. The Grantee is hereby informed and does acknowledge the presence of three (3) groundwater monitoring wells on Parcel P2, one groundwater monitoring well on Parcel P5, and one (1) groundwater monitoring well on Parcel S2 of the Property. The Grantee, its successors and assigns, shall not disturb any of these wells without the written permission of the Army and the WDNR. Upon determination by the Grantor that a groundwater monitoring well is no longer necessary, the Grantor will close such well at its expense in accordance with applicable laws and regulations.

The Deed will reserve a non-exclusive easement to allow continued access for the Grantor (or its designated contractor), United States Environmental Protection Agency (USEPA), and WDNR for necessary groundwater monitoring at wells located on the Property. The Grantor and its representatives shall, at all times, have access to the Property for the purpose of installing, maintaining, or removing groundwater monitoring wells, and to perform continued monitoring of groundwater conditions, allowing chemical or physical testing of wells to evaluate water quality and/or aquifer characteristics. The Property owner shall allow ingress and egress of all equipment necessary to accomplish the same. Furthermore, the Deed will prohibit all others from tampering with the groundwater monitoring wells. In exercising its rights hereunder, the Grantor shall give to the Grantee or owner of the Property reasonable written notice of its planned activities, and shall make reasonable efforts not to disrupt any ongoing activities on the Property.

(3) Groundwater Restriction. Grantee is hereby informed that the groundwater under certain portions of the Property contains contamination as described below. The Grantee, its successors and assigns, shall not access or use groundwater underlying the Property for any

360774

purpose without the prior written approval of the Army and the WDNR. For the purpose of this restriction, "groundwater" shall have the same meaning as in Section 101(12) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

This restriction only applies to the areas that are identified as "Groundwater Restriction" on the map in this Exhibit. This restriction would apply to all of Parcel S2.

Groundwater beneath the plant is generally 30 to 140 feet below the ground surface. A contamination plume exists to the south and east of the Deterrent Burning Ground (DBG) in the northeast portion of the plant. A contamination plume also exists to the south of the Propellant Burning Ground (PBG) which is located in the south portion of the plant. The contaminants of concern in these plumes are solvents and dinitrotoluene (DNT). A contamination plume exists in the Rocket manufacturing area of the plant that is located in the east central portion of the plant. The contaminant of concern in this plume is DNT.

(4) **Notice of No Soil-Digging, Excavation, or Disturbance.** The Grantee is hereby informed and does acknowledge that certain portions of the Property are assigned a dig restriction related to the soil for the protection of human health. This notice is provided to minimize risk to human health and the environment and to promote human safety. The Grantee, its successors and assigns shall not conduct or permit others to conduct any ground intrusive activities, digging, or disturbance of soils in the areas identified as "Dig Restriction Sites" on the map in this Exhibit.

Ground intrusive activities, digging, or disturbance of soils includes, but is not limited to raking, scratching, scraping, tilling, moving, digging, excavating, drilling, augering, trenching, plowing, etc., the surface and subsurface levels of the earth, with manual tools, anchors, rods, augers, motorized equipment, farm implements, construction equipment, earth moving equipment, or by any other means.

B. Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior to such use of the Property, Grantee shall consult with and obtain the approval of the Grantor, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the Grantee's obtaining the approval of the Grantor and, as appropriate, State or Federal regulators, or local authorities, the Grantor agrees to record an amendment hereto. This recordation shall be the responsibility of the Grantee and at no additional cost to the Grantor.

C. Submissions. The Grantee, its successors and assigns, shall submit any requests to modifications to the above restrictions to Grantor and WDNR, by first class mail, postage prepaid, addressed as follows:

I. Grantor:

Joseph J. Vignali
Chief, Consolidations Branch
Base Realignment and Closure Division

000075

600 Army Pentagon
Washington, DC 20310-0600

2. State Regulator:

Wisconsin Department of Natural Resources (WDNR)
101 S. Webster Street
PO Box 7921
Madison, WI 53707-7921



State of Wisconsin | DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Scott Hassett, Secretary
Ruth E. Badger, Regional Director

South Central Region Headquarters
3911 Fish Hatchery Road
Fitchburg, Wisconsin 53711-5397
Telephone 608-275-3266
FAX 608-275-3338
TTY Access via relay - 711

December 6, 2004

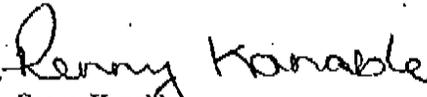
Ms. Elyse LaForest
Department of Interior
National Park Service - Northeast Region
15 State Street
Boston, MA 02109-3572

Subject: WDNR - Application to Acquire Surplus Federal Property

Dear Ms. LaForest:

Attached is our final application packet for the Federal Lands to Parks Program. Please contact me at 608/275-3213 if you have questions.

Sincerely,


Penny Kanable
South Central Region

Attachment



APPLICATION TO ACQUIRE SURPLUS FEDERAL PROPERTY

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

Revised April 2000

Part A:

Acceptance of Terms and Conditions by the Applicant

Date: December 1, 2004

To: U.S. Department of the Interior, National Park Service
 Ms. Elyse LaForest
 U.S. Department of the Interior
 National Park Service
 Northeast Region
 15 State Street
 Boston, MA 02109-3572
 tel: (617) 223-5190
 fax: (617) 223-5164

The undersigned, State of Wisconsin, Department of Natural Resources, hereinafter referred to as the Applicant or Grantee, acting by and through Scott Hasselt, Secretary, Wisconsin Department of Natural Resources, 101 South Webster Street, Madison, WI 53703, 608/266-2121, hereby makes application to the U.S. Department of the Interior, National Park Service, acting for and on behalf of the Secretary of the Interior pursuant to 40 U.S.C. § 550 (e), and in accordance with the regulations and policies of the U.S. Department of the Interior for the transfer of the following property which has been declared surplus by the General Services Administration, and is subject to assignment to the National Park Service for disposal for public park or recreational purposes:

Property: Badger Army Ammunition Plant, Baraboo, Sauk County, Wisconsin

Acres: 5249

General Services Administration Control Number: 1-D-WI-447-1

The property is more fully described in Part B of this application, attached hereto and made a part thereof. Enclosed herewith as Part C of the application is a resolution or certified statement showing the authority of the undersigned to execute this application and to do all other acts necessary to consummate the transaction.

The following agreement is made by the Applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application, and the Applicant recognizes and agrees that any such transfer will be made by the United States of America in reliance on said agreement. The undersigned understands and agrees that the application is made and the property is conveyed subject to the following terms and conditions which may be enforced through a reversionary right in the property reserved to the United States of America:

1. This application and its acceptance by the National Park Service shall constitute the entire agreement between the Applicant and the United States of America, unless modified and approved in writing by both parties. This agreement becomes binding only once the instrument of conveyance for the property is duly recorded by the Applicant.
2. The description of the property set forth herein is believed to be correct, but any error or omission shall not constitute ground or reason for nonperformance of the agreement resulting from the acceptance of this application.
3. The Applicant understands and agrees that the property is to be conveyed "as is" and "where is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended and no claim for any adjustment upon such grounds will be considered after this application has been accepted.

4. The Applicant agrees to assume constructive possession of the property upon receipt of written notification from the National Park Service. Should the Applicant fail to assume constructive possession of the property, it shall nonetheless be charged with constructive possession upon receipt of such notification from the National Park Service.
5. At the date of assumption of constructive possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes, which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the United States of America in lieu of taxes; and for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
6. If a purchase price is due, the Applicant shall tender the purchase price to the United States of America on a mutually agreeable date after the property has been assigned to the National Park Service.
7. Conveyance of the property shall be accomplished by an instrument, or instruments, in a form satisfactory to the National Park Service without warranty, express or implied, and shall contain substantially, but may not be limited to, the following reservations, restrictions, and conditions:
 - (a) The Grantee shall forever use the property exclusively for public park and recreational use in accordance with its application for property, particularly the Program of Utilization contained in Part B of the application, and approved amendments thereto, as provided below.
 - (b) The Program of Utilization contained in Part B of the application may be amended only for the continued use of the property for public park or recreational purposes at the request of either the Grantee or the National Park Service with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and of this Quitclaim Deed, and shall be consistent with purposes for which the property was originally transferred. The Grantee shall furnish any documentation, maps, photographs, studies, and other information to support the request as requested by the National Park Service to evaluate any proposed use or development of the property.
 - (c) The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the National Park Service agrees in writing can assure the continued use and maintenance of the property for public park or recreational purposes subject to the same terms and conditions in the original instrument of conveyance. Any mortgage, lien, or any other encumbrance not wholly subordinate to the reverter interest of the Grantor shall constitute an impermissible disposal. However, this provision shall not preclude the Grantee and its successors or assigns from issuing revenue or other bonds related to the use of the property to the extent that such bonds shall not in any way restrict, encumber, or constitute a lien on the property, or from providing related recreational facilities and services consistent with the approved application through concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.
 - (d) The Grantee shall, within three months of the date of the recording of the instrument of conveyance, erect and forever maintain a conspicuous sign or signs near the principal point or points of access to the property that states: "The National Park Service, U.S. Department of the Interior, donated this land to the *name of Grantee* for public recreational use through the Federal Lands to Parks Program."
 - (e) Beginning two years from the date of conveyance, the Grantee shall prepare biennial reports describing the development and use of the property, and any revenue generated from its operation during the preceding two-year period. The Grantee shall prepare and submit ten consecutive biennial reports to the appropriate National Park Service office and further as the National Park Service may determine to be necessary.

(f) All revenue received by the Grantee through concession agreements, use permits, or other fees generated by activities on the property shall be used only for the implementation of an approved Program of Utilization or the operation of park and recreation facilities and programs on the property. After the Program of Utilization is completed, and as long as the property is properly and sufficiently operated and maintained, the revenue may be used only for other public park and recreational purposes by the Grantee. Any revenue received by the Grantee which is generated through the operation of the property shall be listed and accounted for in its biennial reports to the National Park Service.

(g) The Grantee further covenants and agrees for itself, its successors, and assigns, to comply with the provisions of the Federal Disaster Protection Act of 1973 (87 Stat. 975); Executive Order 11988, relating to the evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; and Executive Order 11990, relating to the protection of wetlands, where and to the extent said Act and Orders are applicable to the property herein conveyed, and the Grantee shall be subject to any use restrictions issued under said Act and Orders.

(h) The Grantee further covenants and agrees for itself, its successors and assigns, to comply with all Federal laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the property requested in this application, including, but not limited to:

All requirements imposed by or pursuant to the regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (82 Stat. 718), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (104 Stat. 337), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

The Applicant further agrees to require any other person or entity who, through contractual or other arrangements with the Applicant, is authorized to provide services or benefits on or in connection with the property requested herein, and to promptly take and continue to take such action as may be necessary to effect this agreement.

(i) Title to the property transferred shall revert to the United States of America at its option for non-compliance with any of the terms and conditions of the conveyance. In the event that there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successor and assigns, shall forfeit all right, title, and interest in said premises and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging.

(j) The Grantee, by its acceptance of this deed, covenants and agrees for itself, and its successors and assigns, that in the event the Grantor exercises its option to revert all right, title, and interest in the property to the Grantor, or the Grantee voluntarily returns title to the property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of said property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Federal Property Management Regulations in effect at the time of the reversion. Prior to any such reversion, the Grantee further agrees to complete and submit to the Grantor an environmental assessment of the property that sufficiently documents and evaluates its condition in regard to the release of hazardous substances as defined under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended [42 U.S.C. § 9620(h)].

(k) The National Park Service, and any representative it may so delegate, shall have the right of entry upon said premises at all reasonable times to conduct inspections of the property for the purpose of evaluating the Grantee's compliance with the terms and conditions of the conveyance.

(l) The failure of the National Park Service, or any other agency of the United States, to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

(m) The Grantee, its successors and assigns, shall hold harmless, defend, and indemnify the United States, its employees, agents, and representatives from and against any suit, claim, demand or action, liability, judgment, cost or other fee arising out of any claim for personal injury or property damage (including death, illness, or loss of or damage to property or economic loss) that arises from the Grantee's or the Grantee's agent's use or occupancy of the property and/or the Grantee's failure to comply with the terms of this deed.

(n) The United States of America shall have the right to reserve all oil, gas, and mineral rights in the property.

8. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole expense. The National Park Service will, however, cooperate with the Applicant or its authorized agent in this effort and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved as it may have available. The United States of America will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
9. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded at the Applicant's expense within 30 days of their receipt in the manner prescribed by local recording statutes. The Applicant shall provide the National Park Service with a certified copy of the instrument of conveyance within 30 days of the date of recordation which indicates the date, location, and book and page number of its recording.
10. The Applicant agrees to comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) by (a) consulting with the State Historic Preservation Officer and conducting investigations, as necessary, to identify sites and resources on the property listed on or eligible for nomination to the National Register of Historic Places, (b) notifying the National Park Service and disposal agency of the existence of any such sites and resources, and (c) complying with the requirements of 38 C.F.R. Part 800, as established under the National Historic Preservation Act of 1966, as amended, to avoid or mitigate adverse effects on such sites and resources.
11. The National Park Service or disposal agency may require additional reservations, restrictions, and

conditions in the instrument of conveyance to safeguard the interests of the United States of America, including covenants relating to environmental protection and historic preservation. The National Park Service will give the Applicant sufficient opportunity to review any additional requirements prior to the conveyance of title to the property.

I agree that the instrument effecting the transfer to the Applicant of any property covered by this application will contain provisions satisfactory to the United States of America, incorporating the substance of the foregoing agreement, with such provisions to consist of (1) a condition, coupled with a right reserved to the United States of America to cause the property to revert to the United States of America at its option in the event of any breach of such condition, and (2) a covenant running with the land. The Applicant understands that the United States of America shall have the right to seek judicial enforcement of this agreement, and that this agreement shall be binding upon the successors and assigns of the Applicant.

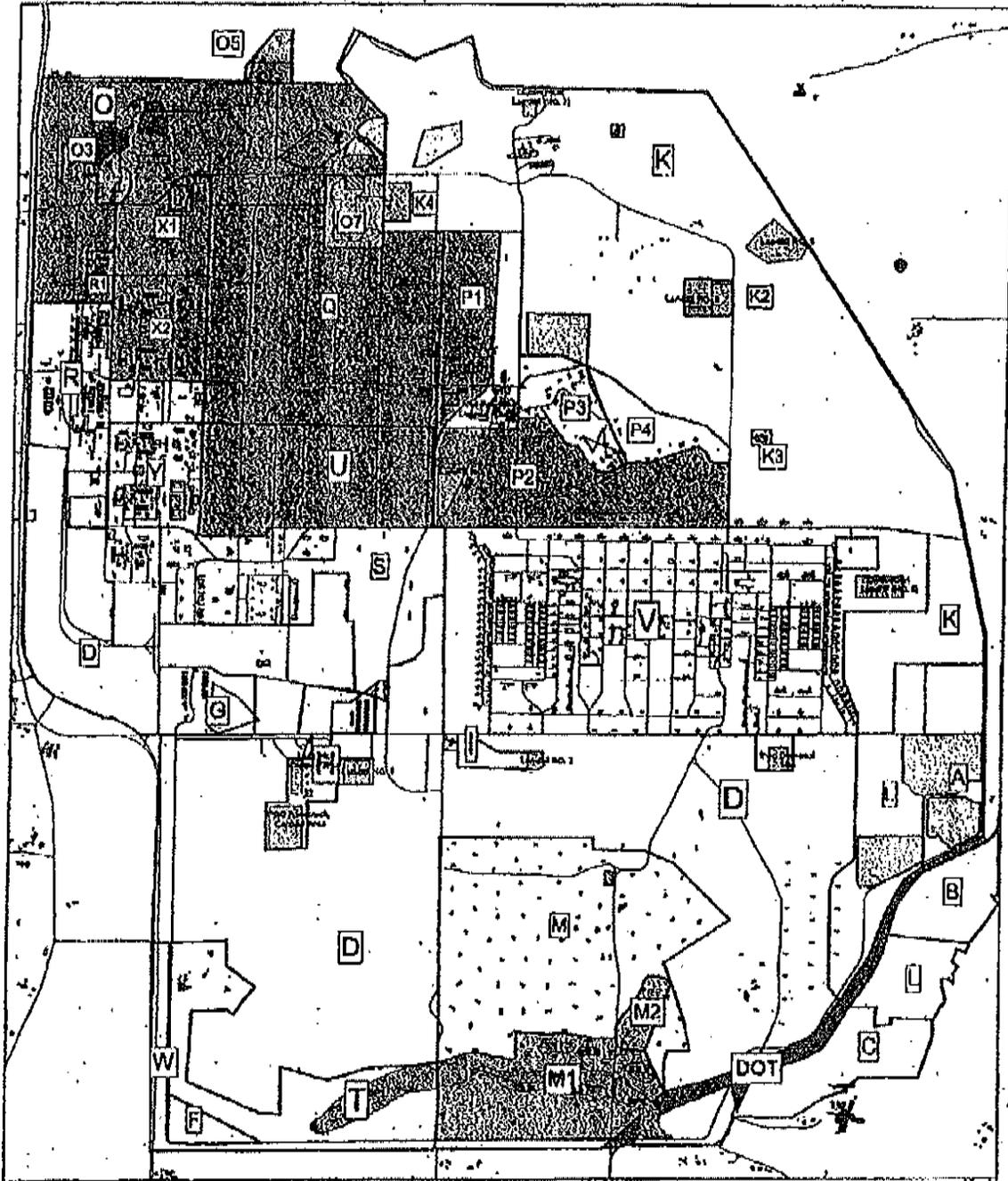
12/2/04
(Date of Application)

Scott Hassett
P. Scott Hassett

Secretary

Wisconsin Department of Natural Resources

Badger Army Ammunition Plant
 Parcels, Buildings with Relative Hazards, and RI Site Locations

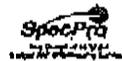


Scale:



Map Legend

- | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Buildings</p> <p>Relative Hazard View</p> <ul style="list-style-type: none"> NON MEDIUM LIGHT No Value | <p>RI Site Classification</p> <ul style="list-style-type: none"> RI - Further Work Required RI - No Further Work △ Underground Storage Tank | <p>Parcels</p> <ul style="list-style-type: none"> EXCLUDED BLAND CHALK USDA WFOA BLUFFVIEW SANITARY DISTRICT |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



2. Program of Utilization

- a) Narrative: The WDNR will develop and manage the land at Badger Army Ammunitions Plant for public recreational purposes. The property will be classified as a recreational area, and will include facilities for hiking, picnicking, primitive camping, Lake Wisconsin access and viewing, savanna and grassland restoration, environmental education and cultural/historical interpretation. This planning process, described below, will consider the following elements:

Natural Resources

Prior to the intensive changes of the last several generations, the terrain near Sauk City, Wisconsin was a shifting mosaic of tall grass prairie, open woodland, and scattered mixed forest. The large glacial outwash plain sandwiched between the Baraboo Hills and the Wisconsin River supported an expanse of tall- and short-grass prairie -- the Sauk Prairie. Copses of interspersed open-grown oaks comprised what is known as oak savanna lies just south of the largely forested Baraboo Hills.

The Baraboo Hills are a 150,000-acre doughnut-shaped outcrop of quartzite that are what remain of an ancient mountain range. This largely forested landscape comprises the most extensive tract of mixed forest in the region. The Baraboo Hills contain a large number of important natural areas that include Parfrey's Glen, Baxter Hollow, Pine Hollow, Natural Bridge and Devil's Lake State Park. The Nature Conservancy considers the Baraboo Hills as one of the 70 Great Places in the Western Hemisphere in terms of the diversity of plants and animals that can be found there.

The 14,000-acre Sauk Prairie once served as an important hunting area for Native Americans, including the Sauk after whom the prairie was named. In addition to deer, turkeys, and other game, elk, bison, moose, lynx, bear and wolves inhabited the rich prairie-woodland ecosystem.

The Badger Army Ammunitions Plant occupies 7,354 acres of the former Sauk Prairie. This richly diverse prairie oak savanna will provide an important environmental link between the Baraboo Hills and the riverine system of the Lower Wisconsin River, thus yielding a valuable habitat corridor between them.

The Nature Conservancy identified the remnants of prairie, savanna, oak, woodland, sandy meadow, pine relict and bedrock glade scattered throughout Badger during a 1993 biological inventory of the property. A number of rare and threatened plant species were also located there, and the Army subsequently implemented a management program for them. Our goal is to maintain and enhance the biological quality of these sites. Badger also supports populations of grassland birds and invertebrates that are declining elsewhere because of loss of habitat.

The geology, topography and size of Badger, and its location adjacent to the Baraboo Hills, Devil's Lake State Park and the Wisconsin River valley offer the only opportunity in the Upper Midwest to protect and restore on a large scale a broad array of the region's native ecological communities. The natural history of the area provides opportunities to tell the story of the great glacier that once covered the area, the formation of the Baraboo Hills and Devil's Lake, the flora and fauna unique to the area, and its significance.

Education and Research

The distinctive history, landscape and setting of Badger lend itself well to exciting and innovative educational opportunities in research, interpretation and teaching. The property is already being used for a variety of educational activities for all ages. First graders have

studied the plants and animals at Badger. University of Wisconsin – Madison students from the Institute for Environmental Studies and the Landscape Architecture Department are using portions of the Badger property as a living laboratory. Badger can provide lifelong learning opportunities for people of all ages and interests.

Historical/Cultural Resources

Badger contains innumerable cultural landmarks, historic buildings, farmsteads, remnant plant communities, and even contaminated areas that would provide unique learning experiences. A drive off the main highway reveals something few have had the opportunity to experience. The remains of an old military installation are first evident to a visitor. Buildings that were constructed in the early 1940s to support the war effort offer the perfect place to provide interpretive facilities about the Badger Plant munitions workers, World War II history, and the sacrifices made during the war back home. One building under consideration for this purpose is the old bus depot, which brought workers to the plant during the war.

Further into the property remnants of the most recent former tenants of the property are evident. Three old cemeteries contain head stones dating to the early 1940s at which time the Army moved in and prevented any further burials on the property. Old home sites can be found where apple trees and lilac bushes stand. The foundations are less visible, but you begin to get a sense of how the site looked and the people who lived there prior to the federal government taking possession of the property. The history of those people who sacrificed greatly by being displaced from their property is a story that must be preserved.

Badger can preserve the history of the home front experience during three wars. Monuments have been erected at home and abroad to commemorate those who fell in battle...few monuments have been created to remember sacrifices and efforts of those at home.

Not so obvious are those who inhabited the land prior to it being homesteaded. Indians have a rich history here and in the area, and the opportunity exists for the Ho-Chunk to be involved in interpreting their culture and preserving their heritage.

The Badger History Group, a subcommittee of the Sauk County Historical Society, has spent considerable time preserving the vast archival holdings related to the property. They carefully catalogued photographs, historic buildings, farmsteads, cemeteries, and other historic features of the site, produced a video, and developed a comprehensive narrative history of plant. A carefully developed facility-wide plan what identifies and protects historic structures and sites will preserve the legacy while also serving educational, research, and outreach objectives for the future.

Team Approach to Master Planning and Collaborative Work With Partners

Many groups with varying interests in Badger share a common goal with the WDNR to convert it to a recreational property with low impact recreation (hiking, picnicking, primitive camping) prairie, savanna and grassland restoration, environmental education and cultural/historical interpretation, with the potential for an education center. The specifics for how the property will be developed and managed will come from a master planning process the WDNR is required to prepare. However, these are the types of uses we'd anticipate would come out of the planning process.

The master plan would be developed for the entire 7,354 acres, in cooperation with the Ho-Chunk Nation and USDA Dairy Forage. This plan would build upon work done on this project, by the Badger Reuse Committee. This committee was made up of representatives of the county, local townships, area business, conservation groups, who developed a report three years ago which outlined their vision for the property. It will also take into account agreements

reached by the Badger Intergovernmental Group (BIG), which continues to meet monthly to iron out details. BIG is made up of representatives of the three potential owners, Sauk County, Towns of Sumpter and Merrimac, and a liaison from the Army.

Once the conveyance process begins the Oversight Management Board will be formed. Members of the team will include representatives of those entities who made up the BIG Group, as well as two at-large seats representing non-government organizations with an interest in Badger. The Army will also be an adjunct member. This team will help shape the plan by serving as an advisory team for the property. In addition, their task is to ensure the property is managed as a whole, and issues that are common to all three partners are handled in a manner that does not adversely impact the other partners. An example might be determining which roads are to be kept open in the winter months.

A core interdisciplinary team of resource management professionals, historians, and others will be the actual authors of the master plan. Through a series of open forums they will gather the thoughts and ideas of the public as to how the property should be managed and developed. From this the core team will develop a goal statement and objectives for the project. These serve as the framework for a master plan.

Once the management board has the opportunity to review and offer comments, the core team will take their work out for review by the public. Our experience in park planning shows that open forums are the best way to dialog with the public, share our vision, and ensure the goal and objectives for the project reflect the views of the public. Once a 'thumbs up' is given by the public, the team will begin work on the master plan itself, which defines the appropriate uses of the land and buildings to be retained for what purposes, prescribes how to manage the vegetation, etc.

Funding Disclaimer

The WDNR is taking on the major portion of the property that contains mostly unwanted infrastructure. The number of buildings expected to remain after the Army has remediated the site continues to decrease, as more buildings are deemed structurally unsound, or contaminated, and become the responsibility of the Army to remove. Currently, the estimate is that approximately half or around 700 buildings will be left for WDNR to manage at a cost of roughly \$20 million.

The WDNR agreed to take on clean up of these buildings with the intention that the funding will come from the federal government, and not the state. We are currently working on an agreement with GSA that spells out how if at some point in the future we are unable to secure federal funding for the removal of infrastructure; we retain the right to revert those portions of Badger back to GSA. Should that happen we would maintain ownership of that critical corridor along the eastern edge of the property that connects Devil's Lake and the Baraboo Hills with the Wisconsin River:

- b) **Schedule of Development:** Given the Army's long-term use of this property, there are significant clean-up and infrastructure removal needs. While the Army is required by federal law to remediate lands that are environmentally contaminated, and remove buildings that are contaminated or not structurally sound, a significant amount of infrastructure that is neither contaminated nor structurally unsound will remain. In order for us to begin converting BAAP to conservation and recreation, and to begin allowing public access to these lands, we will need to begin removing unwanted infrastructure from select portions of the plant. In addition, we also need to jointly develop a master plan/management plan. The WDNR is required to prepare a master plan for all major properties. The master plan will define appropriate land uses (recreational, habitat restoration) and identify development projects necessary to support the approved uses and evaluate social, environmental and economic impacts of implementing the plan.

Years 1-3

- Master Plan development - staff hours to develop, coordinate and implement the Master Plan. Involvement of technical WDNR staff from Forestry, Wildlife Management, Endangered Resources, Parks and Recreation, and Land and Facilities programs. Staff - a planner/manager to develop and coordinate implementation of Master Plan, cost estimate \$175,000.

YEARS 2 - 15

- Master Plan Implementation - Staff - a planner/manager to implement, provide oversight and technical expertise in the implementation of the Sauk Prairie Recreation Area Master Plan, cost estimate \$245,000 dependent on available funding.
- Ecological/Habitat Restoration - The DNR Natural Resources Board approved a 3,800-acre boundary goal for the newly established Sauk Prairie Recreation Area. Once the State acquires the 3,800 acres, a key management objective would be to restore this regionally significant block of endangered grassland and savanna habitat, and to restore the ecological transition between the hardwood forests of the Baraboo Hills to the shore of the Wisconsin River. This restoration would benefit numerous endangered and threatened species as well as provide many recreational opportunities. - \$15,200,000
- Hiking Trail -- Construct 5 miles of hiking trail running from the southern boundary of Devil's Lake State Park to the shore of the Wisconsin River. This trail would run through restored prairie and savanna, provide access to primitive campsites along the Wisconsin River, and provide many opportunities to observe wildlife. - \$360,000
- Development of Primitive Campsites -- Develop a limited number of primitive campsites along the shore of the Wisconsin River. These campsites would provide exceptional views of the river and would result in very low impact development and use. - \$80,000
- Develop a Visitor/Education Center -- Construct a new or renovate an existing building to provide a visitor center including meeting space, space for interpretive displays, and space for educational seminars. - \$420,000
- Develop Boat Access Site -- Develop a boat ramp, boarding pier, accessible fishing platform, parking lot, and 1 mile access road to Lake Wisconsin on the Badger pumping station site, and adjacent property that DNR recently acquired within the Sauk Prairie Recreation Area. - \$590,000
- Develop Bicycle Trail -- Convert rail corridor within the BAAP to a bicycle trail. - \$450,000
- Construct Boundary Fences -- Construct boundary fences that separate DNR's land that will be open to the public, from Dairy Forage Research Center's land which is closed to the public. This fencing has been a stated requirement of Dairy Forage Research Center because of concerns they have about bio-terrorism. - \$275,000

- (a) Site Plan: A site plan will be provided after the master plan of the property has been developed.
- (b) Historic Preservation Plan: As part of the land transfer process, GSA is completing the review of historic preservation. WDNR will use GSA's report in the development of the property master plan.

FEDERAL LANDS TO PARKS PROGRAM

National Park Service Report and Recommendation on the Application of State of Wisconsin, Department of Natural Resources to acquire Surplus Federal Property known as the Badger Army Ammunition Plant Baraboo, Sauk County, Wisconsin GSA Control Number 1-D-WI-447-1

I. Legal Name of Applicant

The applicant is State of Wisconsin, Department of Natural Resources, acting by and through:

Scott Hassett, Secretary
Wisconsin Department of Natural Resources
101 South Webster Street
Madison, WI 53703

II. Property Requested

The State of Wisconsin, Department of Natural Resources (DNR) is requesting approximately 2100 +/- acres of surplus Federal property consisting of a portion of the Badger Army Ammunition Plant (BAAP) located in Baraboo, Sauk County, Wisconsin, for public park and recreational use. The General Services Administration issued a Notice of Surplus Determination for the property on DATE. The site is improved many buildings, most of which will be demolished. Badger Army Ammunition Plant is located in south central Wisconsin, and borders Devil's Lake State Park and a portion of the property provides access to the Wisconsin River. The property also contains portions of the National Park Service's Ice Age National Scenic Trail.

The property has a rich natural and cultural history, as well as complex local, state, national and tribal interests. The State of Wisconsin would ultimately like to acquire a total of approximately 3,800 acres of the 7,000 acre site.

III. Statement of Property Inspection

Ms. Elyse LaForest, Program Manager, Federal Lands to Parks Program, National Park Service, Northeast Region, conducted a site inspection of the property on November 28, 2001.

IV. Evaluation of Application

A. Summary of Program of Utilization: The Wisconsin Department of Natural Resources will use the property for public park and recreational use in perpetuity. The DNR will convert the site for use primarily as conservation and recreation uses. These uses will include hiking, picnicking, primitive camping, Lake Wisconsin access viewing, prairie, savanna and grassland restoration, environmental education and cultural/historical interpretation. Other recreational uses will include interpretation of the Badger Army Ammunition Plant's history. The DNR will develop a master plan for the property that will define appropriate land uses and identify development projects necessary to support the approved uses. This will include evaluating social, environmental and economic impacts of the intended uses.

B. Suitability of Property for Proposed Use: The property is well suited for the Program of Utilization described in its application. The property is located on the southern border of Devil's Lake State Park. Connecting BAAP with the state park will establish an environmental corridor that runs from the hills of Devil's Lake to the Wisconsin River. The property is located less than 250 miles from Chicago and Minneapolis, 100 miles from Milwaukee and 30 miles from Madison. Interstate highways make the site easily accessible to areas of major population. The property is readily converted to the uses described in the Program of Utilization.

C. Ability to Carry Out Proposed Program: The Wisconsin Department of Natural Resources is a government agency that has assured the National Park Service, by application and resolution of the applicant, that it will assume the responsibility for providing park and recreational opportunities to the public on the property in perpetuity. The DNR will manage the property. Funding will be requested and allocated once the master plan has been developed and approved.

D. Justification of Need: The DNR's acquisition of the property will satisfy the public's need for recreation, conservation, and open space in an area of increasing population and development.

V. Public Benefit Allowance

The Wisconsin Department of Natural Resources has satisfactorily completed the Federal Lands to Parks Program application attesting that it will develop and maintain the property for public park and recreational use in perpetuity. Furthermore, the applicant has certified its authority and ability to assume these responsibilities, justified the need for the property, and provided sufficient evidence that the property is suitable for conversion to the proposed uses and readily accessible to the population to be served. The applicant has given assurance that it will comply with all terms and conditions of the conveyance and will develop and manage the property to provide public park and recreation benefits in perpetuity. Therefore, pursuant to 40 U.S.C. § 550 (e), the National Park Service finds that Wisconsin Department of Natural Resources qualifies for a public benefit conveyance of the subject property at 100 percent public benefit discount of its fair market value.

VI. Recommendation

The National Park Service recommends the transfer of the subject property to APPLICANT, for public park and recreational use pursuant to the provisions of 40 U.S.C. § 550 (e), and a public benefit discount of 100 percent of the property's fair market value in conveying the property.

(sgd.) Elyse R. LaForest

8/10/04

Elyse R. LaForest
Program Manager
Federal Lands to Parks Program
Northeast Region
National Park Service

Date



United States Department of Agriculture

Research, Education, and Economics
Agricultural Research Service

August 5, 2013

Wisconsin Department of Natural Resources (WDNR)
Attention: Ms. Diane Brusoe – LF/6
Post Office Box 156
Madison, WI 53707-7921

and

Mark Aquino, Regional Director
WDNR
3911 Fish Hatchery Road
Fitchburg, WI 53711

Re: WDNR Sauk Prairie Recreation Area (SPRA) Draft Conceptual Alternatives

Dear Ms. Brusoe:

The following comments are being submitted in response to the WDNR Sauk Prairie Recreation Area (SPRA) Draft Conceptual Alternatives.

First, I want to provide some background regarding the Badger land transfer.

The U.S. Dairy Forage Research Center (USDFRC) currently administers and uses approximately 1,942 acres of land which once was a part of the Badger Army Ammunition Plant (Badger). In 2004, USDFRC made its request to the General Services Administration (GSA) for this acreage. That request was informed by and based upon USDFRC's participation in a multi-year effort involving public discussion and processes related to the unique excess and surplus process conducted by the GSA for the disposal and re-use of Badger.

As a part of those processes, in 2002, USDFRC executed a Memorandum of Understanding (MOU) to which the Wisconsin Department of Natural Resources (WDNR) was a party. The MOU set forth a mutual understanding between anticipated future owners of Badger as related to the allocation of lands and the future use by the new owners. Though not superseding the applicable decision-making authority or jurisdiction related to the future land management of the parties, the MOU did evidence a common understanding that was an important basis for later discussions concerning the parameters of the division of the Badger lands via the GSA-led process.

The MOU provided that the "Parties agree that the Badger Reuse Plan's values, criteria and concepts will be considered the guiding principles for the future development, operation and management of the premises." It stated that the land "shall be used for purposes consistent with the Badger Reuse Plan, including but not limited to research, conservation, agricultural, environmental, historical, cultural, educational, or recreational purposes." The MOU also stated that "land management decisions...will emphasize security and safety of people, wildlife, livestock, equipment, and improvements."

U.S. Dairy Forage Research Center
1925 Linden Dr.
Madison, WI 53706
608-890-0050

USDA is an Equal Opportunity Employer

From the files of
Citizens for Safe Water Around Badger
E12629 Weigand's Bay South
Merrimac, WI 53561
(608) 643-3124
info@cswab.org
www.cswab.org

Among its many values and criteria, the Reuse Plan states that: "Recreational activities should focus on Badger's natural and cultural features and values. Activities should be low-impact in nature *and should be compatible with other uses* and overall management goals. Efforts shall be made to accommodate appropriate recreational activities, but these activities shall have no significant detrimental impacts on the cultural and natural features of the property (*emphasis added*)." (Criterion 5.3, Badger Reuse Plan, p. 5, March 14, 2001).

In a general way, Criterion 5.2 states that "[a]ccess for people, animals, and equipment necessary for approved uses is balanced with the protection and enhancement of Badger's natural and cultural resources and safety issues."

These mutually agreed-to concepts were the expectations that USDFRC had when it interacted with WDNR to decide which land and under which conditions USDFRC would request, or not request, from GSA. Importantly, as between the State of Wisconsin and USDFRC, GSA's process recognized that USDFRC's request had priority in the land selection process. As a result, Badger land would only be available for WDNR's selection if it were not selected first by USDFRC.

It should be remembered that the USDFRC was willing to change its original land request in order to accommodate the WDNR's desire to have a land corridor leading from Devils Lake State Park to the Wisconsin River, which was recognized in concept by the Reuse Plan. USDFRC's original land request to GSA in 2000 included that area of land. After entering into the MOU and further discussions with WDNR, USDFRC accommodated the land corridor interest by not selecting that land in its final request to GSA in 2004, even though the non-selection of that corridor meant giving up good farmland as well as sacrificing the contiguity of USDFRC's land request. USDFRC's action to defer on land selection to the benefit of WDNR was motivated by the common understanding and relationships created concerning Badger, as evidenced in the MOU. We trust that such motivating factors are still alive today among all parties to the MOU.

USDFRC comments on land use and access:

The acreage administered by USDFRC is generally located adjacent and south of the main portion of WDNR's Sauk Prairie Recreation Area (SPRA). It is also adjacent to all four sides of the area identified as Parcels M, M1, M2 and M3 on the enclosed map. WDNR identifies this area as the Special Use Zone in its Alternative 3 (Outdoor Recreation Emphasis) of the WDNR SPRA land, located on the south central edge of Badger. This area has also been referred to as the 'donut hole.' USDFRC raises crops and pastures heifers on land adjacent to this area.

Ever since the USDFRC began farming inside Badger in 1980, pursuant to a lease with the Army, USDFRC has been allowed to drive trucks, tractors and farm equipment (for planting, harvesting, hauling manure, etc.) through the M parcels. In previous talks between USDFRC and WDNR (both before and after actual land transfers were made to USDFRC), WDNR assured the USDFRC that it would be able to continue to use roads through this portion of land, even after WDNR ownership. We believe that such access is necessary for continued efficient agricultural use by USDFRC.

If the designated SPRA use in this Special Use Zone were to make it impossible for the USDFRC to continue to safely pass through the M parcels, USDFRC farm operations would be negatively impacted

due to additional fuel consumption and increased labor time caused by having to drive around the Special Use Zone. The additional transportation requirements would also be less environmentally sensitive. Enclosed is a map which identifies agricultural use access routes over existing roads that USDFRC has used the past 30 years; we believe that such existing access should be accommodated in any land management plan developed by WDNR for the M parcels. After all, this intermittent road use has been on-going for decades, without detriment to the existing natural resource values of the area.

Importantly, the USDFRC also pastures heifers, with 20 acres of designated research pastures sharing a border with the northeast corner of the area (Parcels M1 and M2). Less intensive grazing activities occur within a mile of the M parcels.

In keeping with the concepts set forth in the Badger Reuse Plan and the 2002 Memorandum of Understanding, the safe and efficient conduct of USDFRC's agricultural and research activities should be viewed as a priority. Moreover, it would be incongruent with these common understandings that led to the amicable division of Badger to allow any activity within the SPRA to now compromise the safety and productivity of USDFRC mission or its research animals.

USDFRC comments on the three draft alternatives for the SPRA:

Outdoor Recreation Emphasis Alternative

This draft alternative for the SPRA, as presented by the WDNR in July 2013, proposes that the Special Use Zone (donut hole/M parcels) be used for motorized recreational vehicle trails and a shooting range. The USDFRC believes that these uses are inconsistent with the description of recreational activities set forth by Criterion 5.3 of the Badger Reuse Plan quoted above. The USDFRC also finds that these two uses are incompatible with its operations for the following reasons:

- Potential for motorized recreational vehicle riders to leave the designated trails and damage USDFRC crops or cropland, research plots, other research facilities/equipment, or research results.
- Potential for motorized recreational vehicle noise and motion to spook the cattle grazing in Badger.
- Unsafe to have motorized recreational vehicles and farm equipment crisscrossing through the same area.
- If the WDNR erects a fence around the trails, the USDFRC might no longer be able to cross the WDNR land with its farm equipment.
- Research has shown that loud noises do have an effect on cattle, depending upon the circumstances. Gunshot and vehicle noises potentially could spook cattle and may have other impacts that may or may not impact our research. In the past, Army blasting noises have disturbed USDFRC calves and heifers grazing on Badger lands and those housed farther away at the dairy facility; some minor injuries to cattle have even resulted.

Some of these potential concerns might also apply to other recreational uses in the SPRA but to a significantly lesser extent. We believe that motorized recreational vehicles pose a greater hazard due to their speed, weight, noise level, and their ability to cover more ground in less time. A shooting range would generate more concentrated, year-round gunshots than that resulting from any seasonal hunting activities allowed at SPRA. Consequently, USDFRC requests that the donut hole/M parcels not be used for motorized recreational vehicle use, including all-terrain vehicles, or as a shooting range. This is the

surest way to avoid the negative impacts upon USDFRC operations and honors the previous expectations created in the Badger disposal process.

Ecological Restoration Emphasis Alternative

The donut hole is home to an abundance of wildlife, including deer, turkeys and grassland birds, and plant life, including a remnant prairie. Given these attributes, the USDFRC sees the ecological restoration emphasis as a more appropriate alternative for this portion of the SPRA.

The USDFRC would not be opposed to having non-motorized recreational activities in the donut hole/M parcels, such as hiking, bike or horse trails, as such activities do not cause the conflicts implicated by the other alternative. Indeed, we believe that such use is in keeping with Criterion 5.3 of the Badger Reuse Plan and compatible with USDFRC's adjacent agricultural research use. However, even with this alternative, USDFRC still requests that existing road access, as described above, be allowed to continue and that the WDNR make a concerted effort to keep users off of USDFRC land via adequate signage and limited fencing.

No Action Alternative

This alternative would have the least impact on the USDFRC. If this alternative is chosen, the USDFRC still requests that existing road access, as described above, be allowed to continue and that the WDNR make a concerted effort to keep users off USDFRC land via adequate signage and limited fencing.

Thank you for the opportunity to comment upon your Draft Conceptual Alternatives.

Sincerely,

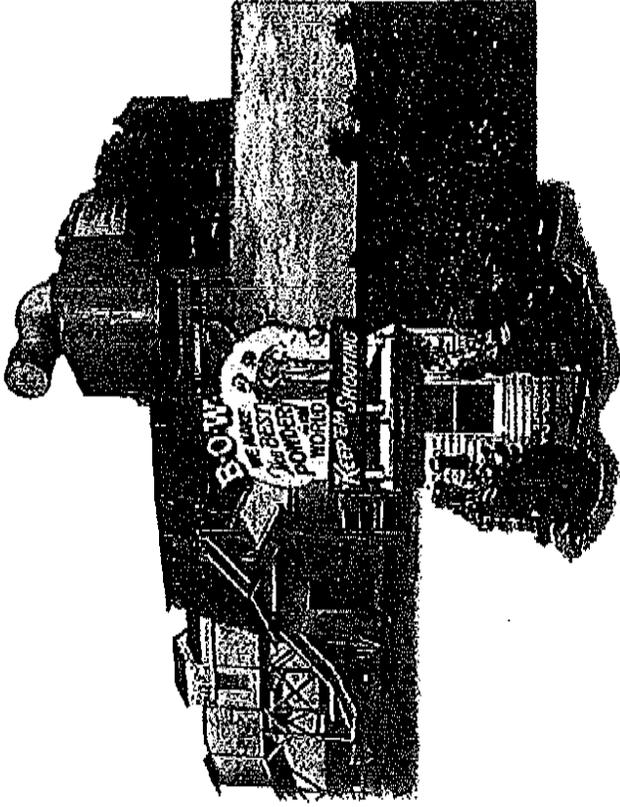
COPY

Richard E. Muck
Acting Center Director
U.S. Dairy Forage Research Center

Enclosures

FINAL ENVIRONMENTAL IMPACT STATEMENT

Badger Army Ammunition Plant



U.S. General Services Administration
New England Region

FINAL ENVIRONMENTAL IMPACT STATEMENT



**Disposal of Badger Army Ammunition Plant, Wisconsin
Final Environmental Impact Statement**

March 2003

Prepared for:
**U.S. General Services Administration
New England Region**

Prepared by:
The Louis Berger Group, Inc.
1819 H Street, NW, Suite 900
Washington, DC 20006

In association with:
**U.S. General Services Administration
Office of Property Disposal**

Pursuant to the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et seq.)

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values, criteria, and plan elements in the Badger Reuse Committee Final Report, past reports on the land use at Badger AAP, and the Land Based Classification Standards developed by the American Planning Association (APA). In addition to these sources, land use classifications were also developed based on the historical use of the buildings and infrastructure on Badger AAP. The following land use categories were created and utilized in formulating the potential land use scenarios.

Conservation/Restoration

Based on Section 7.09 of the Sauk County Zoning Ordinance, conservation/restoration uses at Badger AAP would include land uses that would protect, maintain, and enhance woodlands, bluffs, wildlife corridors, scenic areas, and significant natural areas. This land use also takes into consideration the values, criteria, and plan elements created by the Badger Reuse Committee by placing emphasis on prairie and savannah restoration and conservation.

Education

The education land use would be designated in conjunction with conservation. Uses such as museums, monuments, interpretive centers, trails, and demonstration conservation plots would be permitted in these areas. The main uses for the education land designation were developed using the values, criteria, and plan elements developed by the Badger Reuse Committee. Educational programs implemented by the surrounding school districts and the University of Wisconsin-Madison are also included in this land use.

Agriculture/Pasture

Based on Section 7.04B of the Sauk County Zoning Ordinance and Section 5.0 of the Town of Merrimac Zoning Ordinance, agriculture/pasture land use would provide for the preservation, maintenance, and enhancement of quality agriculture for the benefit of farm operators and the general public in terms of production of food, fiber, and environmental quality. Efforts in agriculture/pasture areas would be focused on pasture for livestock grazing.

Properly managed grazing would also provide opportunity for habitat enhancement for many grassland bird species on Badger AAP that require short-grass habitat structure.

Agriculture/Crops

Based on Section 7.04B of the Sauk County Zoning Ordinance and Section 5.0 of the Town of Merrimac Zoning Ordinance, agriculture/crops land use would provide for the preservation, maintenance, and enhancement of quality agriculture for the benefit of farm operators and the general public in terms of production of food, fiber, and environmental quality. Efforts in agriculture/crops land would be focused on the maintenance of cropland. All land designated as agriculture/crops is currently leased by the USDA DFRS and are included in the land requested by the USDA for Federal-to-Federal transfer.

Recreation

Because Badger AAP is close to Devil's Lake State Park, low intensity recreation use would be most appropriate under this land use. Low intensity uses would include passive or non-invasive nature based "ecotourist" activities such as hiking and camping. Biking, horseback riding, snowmobiling, interpretative trails, and nature programs would also be included in this land use classification.

Commercial

The commercial area would consist of clustered, mixed-use development. This development would be anchored by commercial uses but could include residential uses, offices, laboratories, museums, and other uses characteristic of a small commercial center.

Scenario A draws upon the values, criteria, and plan elements established by the Badger Reuse Committee.

These potential land use scenarios are discussed below.

Industrial

An Industrial District, as defined by Section 7.10 of the Sauk County Zoning Ordinance, is established to identify areas best suited for industrial development because of location, topography, existing streets and utilities, and relationship to other land uses. Uses specified for industrial districts include warehouses, wholesale product establishment, offices, manufacturing, processing, refining, storage, and repair facilities. Industries that require rail access, warehouse space, laboratory space, a steam supply, presses, rolls, or hydraulic equipment, or small, experimental plots of farmland are best suited for Badger AAP. Such industries could include agriculture-oriented biotechnology companies, storage and distribution facilities, railcar reconditioning facilities, and plastics or other light manufacturing industries.

Public Utility

Areas designated as public utility include the areas in and around the water reservoirs, filtration plant, and sanitary sewage treatment plant.

Potential Land Use Scenarios

Recommendations from the Badger Reuse Committee, comments obtained during the scoping process, past studies of Badger AAP, and guidance from Federal, State, and local agencies were all considered when developing the potential land use scenarios under the Proposed Action. Three potential land use scenarios were developed for Badger AAP that vary in the type and intensity of uses for the property. These potential land use scenarios are:

- Scenario A – Low Intensity Use
- Scenario B – Low/Medium Intensity Use
- Scenario C – Medium Intensity Use

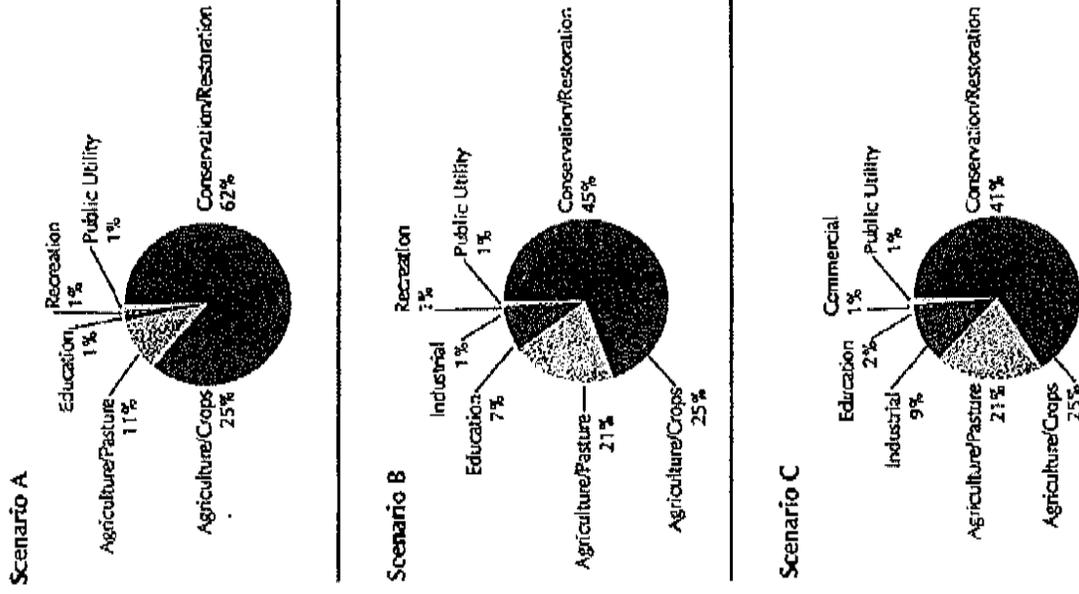
Scenario A – Low Intensity Use

This scenario draws upon the values, criteria, and plan elements established by the Badger Reuse Committee. The dominant land use under Scenario A is characterized by mostly conservation/restoration and agricultural (pasture and crops) uses of the property. These uses constitute 98 percent of the proposed land uses. Under this scenario, the largest land use would be 4,520 acres of conservation/restoration (approximately 62 percent). Agriculture/pasture and agriculture/crops are the second largest land use, consisting of approximately 825 acres (11 percent) and 1,790 acres (25 percent) of Badger AAP, respectively.

Approximately 60 acres (one percent) of land under Scenario A is designated for education in conjunction with conservation/restoration. Land designated for education is located on the west edge of the Badger AAP property, near the main entrance at Gate 1. Uses associated with education include museums, interpretive centers, multi-use educational facilities, demonstration grounds, and administrative and service buildings.

Scenario A also designates approximately 20 acres (less than one percent) for recreation. Lands designated for recreation would be used for a public access recreation trail that would provide a land link between Devil's Lake State Park and the Wisconsin River. Uses associated with the recreation trail could include snowmobiling, horseback riding, hiking, and biking. The recreation trail would be located on the perimeter road inside the perimeter fence of the Badger AAP property. The recreation trail would extend from Devil's Lake State Park at the north edge of Badger AAP, starting at Burma Road, and extend east along the perimeter to the south eastern edge of the Badger AAP property. The trail would deviate from the perimeter road around Gate 7 and continue along the outer edge of the Badger AAP property line along the Wisconsin River.

Figure E-3: Potential Land Use Scenarios



The remaining 70 acres of land (approximately one percent) would be devoted to public utilities and would include the water system and sewage treatment plant and the surrounding area. This scenario would not allocate any land for commercial or industrial uses. Land uses proposed under Scenario A are illustrated in Figure E-3.

Scenario B — Low/Medium Intensity Use

Land uses proposed in Scenario B are similar to Scenario A. Land designated for conservation/restoration and agricultural uses would comprise 6,565 acres (91 percent) of the proposed land uses. The amount of land allocated to conservation/restoration would decline by a third to 3,265 acres (45 percent) and the total lands allocated to agricultural uses would increase to approximately 3,300 acres (45 percent). Agricultural land uses would consist of 1,510 acres (21 percent) of agriculture/pasture and 1,790 (25 percent) of agriculture/crops. The increase in agricultural uses is due to the addition of agriculture/pasture in the area of the production houses (press houses; roll houses, rest houses, etc.) located in the east central portion of the Badger AAP property. Scenario B also designates approximately 20 acres (less than one percent) for recreation. Lands designated for recreation would be used in exactly the same manner as the recreation acres described in Scenario A.

Scenario B differs from Scenario A in that approximately 90 acres (one percent) of the land is designated for industrial use. This area was chosen for industrial use because of the existing New Acid Plant and nitroglycerine facilities that have the capacity to be reused. The presence of rail access complements these facilities and would create an area for possible industrial uses. Land adjacent to the existing New Acid Plant facilities would also be designated for industrial use. Activities associated with the existing New Acid Plant and nitroglycerine facilities or businesses, such as agriculture-oriented biotechnology companies, storage and distribution facilities, rail car reconditioning facilities, and plastics or other manufacturing industries, could occur in this area.

The remaining land would be designated for education (approximately seven percent) and public utility (one percent) uses. Areas designated for educational land uses include a propellant production line. This area could

be used as a museum and an educational tool to explain the historic period associated with war munitions production at Badger AAP. Other possible education uses include restoration demonstration plots, interpretive trails, museums, monuments, and multi-use educational facilities. Land designated for public utility includes the water system and sewage treatment plant and the surrounding area. Land uses proposed under Scenario B are illustrated in Figure E-3.

Scenario C — Medium Intensity Use

Scenario C is characterized by diverse land use types. Conservation/restoration, agriculture/pasture, and agriculture/crops remain the dominant land uses under this scenario, constituting 6,315 acres (87 percent) of the land use. The largest land use remains conservation with 3,010 acres (41 percent). Agriculture/pasture consists of 1,515 acres (21 percent) and agriculture/crops consists of 1,790 acres (25 percent). In this scenario the amount of land designated for industrial uses increases to approximately 680 acres (9 percent). The presence of railway in this area would be an amenity to an industrial area. Businesses that would be considered industrial and could take advantage of the infrastructure available at Badger AAP include agriculture-oriented biotechnology companies, storage and distribution facilities, railcar reconditioning facilities, and plastics or other manufacturing industries. The southwest corner of the area designated for industrial uses includes the Ball propellant plant.

Other facilities in the industrial area, such as rest houses and magazines, could be used in conjunction with the Ball propellant plant to process and store the product associated with the plant (Plexus Scientific Corporation, 1998). The extent to which these facilities could be utilized is currently unknown and dependent on the condition of the buildings and infrastructure. Scenario C also includes approximately 150 acres of educational lands (approximately two percent).

Scenario C is the only scenario that incorporates commercial land use, constituting approximately 70 acres (one percent) of the land use. Areas designated as commercial would be located along the western border of the Badger AAP property and were chosen for their close proximity to

transportation corridors as well as the availability of land from the buildings that are scheduled to be demolished. The remaining one percent of land would be devoted to public utilities and includes the water system and sewage treatment plant and the surrounding area. Land uses proposed under Scenario C are illustrated in Figure E-3.

Land use designations for Scenario C take into consideration the recommendations from the 1998 *Preliminary Highest and Best Use Analysis of Badger AAP* performed by Daylor Consulting Group, Inc. The objective of the study was to identify and evaluate the issues affecting the disposition of Badger AAP.

It should be noted that the term *highest and best use* as used in the *Preliminary Highest and Best Use Analysis* refers strictly to the financial return on real estate and does not take into consideration the value of natural resources. As defined by the Federal Property Management Regulations, Subpart 101-47.49, the highest and best use is "the most likely use to which a property can be put, so as to produce the highest monetary return from the property, promote its maximum value, or serve a public or institutional purpose". Highest and best use for Badger AAP was measured using local and regional market and economic factors, the physical condition and reuse of buildings, manufacturing and storage facilities at Badger AAP, the condition and capacity of Badger AAP's infrastructure systems, the railroad and roadway systems at Badger AAP and surrounding areas, and natural resources and environmental issues. Although the social, economic, and political environment of Sauk County makes the adoption of land uses proposed in the *Highest and Best Land Use Analysis of Badger AAP* unlikely, the CEQ NEPA regulations require that all reasonable foreseeable alternatives be explored. Thus, this report was used as the basis for developing the proposed land uses under Scenario C to make sure that all reasonable foreseeable alternatives have been analyzed.

Scenario C represents the most intense reuse of Badger AAP as it includes the most land for industrial and commercial uses.

Summary of
Comments and
Responses to
Key Concerns

2.4.1 Conservation/Restoration

Based on Section 7.09 of the Sauk County Zoning Ordinance, conservation/restoration uses at Badger AAP would include land uses that would protect, maintain, and enhance woodlands, bluffs, wildlife corridors, scenic areas, and significant natural areas. This land use also takes into consideration the values, criteria, and plan elements created by the Badger Reuse Committee by placing emphasis on prairie and savannah restoration and conservation.

Grazing by either conventional or rotational methods would be an essential component of wildlife management and prairie and savannah restoration in the conservation/restoration areas. Grazing by bison, cattle, and possibly other herbivores would be beneficial to grassland and many savannah bird species at Badger AAP. Grazing by bison and other herbivores would be essential for the expansion of habitat for species that require short-grass habitat structure and would provide a viable approach for the management of restored prairie-savannah, idle grass, or hay, by helping to hold back woody succession, and add to the structural diversity of habitats (Mossman, 2000).

In terms of acreage for the potential land use scenarios, the conservation/restoration land use classification makes up the largest land use. Under Scenario A, 4,520 acres or 62 percent of the Badger AAP site would be designated for conservation/restoration. For Scenario B and Scenario C, 3,265 acres or 45 percent and 3,010 acres or 41 percent would be set aside for conservation/restoration, respectively. Additionally, as part of the BIA request on behalf of the Ho-Chunk Nation, reuse of the transferred land would include a Biodiversity Plan that would address restoration of natural communities to ecological health and a conservation plan that would be submitted to the Natural Resource Conservation Service (NRCS).

2.4.2 Education

The education land use would occur in conjunction with conservation. Uses such as museums, monuments, interpretive centers, trails, and

demonstration conservation plots would be permitted in these areas. The main uses for the education land designation were developed using the values, criteria, and plan elements developed by the Badger Reuse Committee. Furthermore, the land use area designated for education under each potential land use scenario is similar to the area set aside for education by the Badger Reuse Committee. Establishments that preserve and exhibit objects, sites, and natural wonders of historical, cultural, or educational value, including public and private museums, historical sites, zoos, and similar establishments, are also included in this land use based on the APA's Land Based Classification Standards (APA, 2001). Educational programs implemented by the surrounding school districts and the University of Wisconsin, Madison are also included in this land use.

2.4.3 Recreation

Because Badger AAP is close to Devil's Lake State Park, low intensity recreation use would be most appropriate under this land use. Low intensity uses would include passive, non-invasive, and nature-based "ecotourist" activities like hiking and camping. Biking, horseback riding, snowmobiling, interpretative trails, and nature programs would also be included in this land use classification. County and Township zoning ordinances combine recreational and commercial uses, and thus were not used as the basis for this land use classification. Under the potential land use scenarios, lands designated for recreation would be used for a public access recreation trail that would provide a land link between Devil's Lake State Park and the Wisconsin River. This use designation is similar to the land link suggested by the Badger Reuse Committee's desired future land use concept map.

2.5 Environmental Remediation

Numerous inquiries about the party responsible for remediation efforts at Badger AAP after the disposal process is complete were made during the public review period. Example comments include:

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Overview

The Wisconsin Department of Natural Resources (WDNR) recognizes that sound planning is a partnership effort with the people it serves and that the end product must be broadly supported by them as well as fit the capabilities of the properties. The WDNR encourages citizen input throughout the planning process. This public participation plan outlines the strategy for soliciting public review and input into the development, evaluation and adoption of the master plan for the Sauk Prairie Recreation Area, formerly the Badger Army Ammunition Plant.

Master Plan development will be based on and influenced by existing statutes, administrative codes, scientific data, the best capabilities of the resources, judgment of resource management professionals and public opinion. The local and regional recreational supply, economy and social conditions will also be considered. The approved master plan represents the best role of the property in its local, regional and statewide context.

Questions or comments pertaining to the Army's environmental clean-up of the property are separate from and outside the scope of this planning effort. Opportunity for input on the environmental clean-up occurs routinely at the Army's Restoration Advisory Board meetings and periodically in conjunction with significant WDNR decisions on the clean-up process.



Photo credit: Tom Thomas, Badger History Group.

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Planning Process

The Master Planning process is divided into three primary phases:

Phase 1

Phase one is the preparatory work. Reliable, current information on the property's resources and public uses, as well as on regional demands and opportunities is needed as a foundation for the planning process. Prior to the announcement that planning is starting, the Department is busy updating natural resource and recreational use data for the property and collecting regional data in order to better understand the property's current and potential functional role in the region.

Phase 2

Phase two is plan development and public involvement. It begins with a formal public announcement that the property's master plan will be developed. The announcement is soon followed by a public open house to share information on the process, and get public feedback on important issues to be addressed in the plan. Considering this is a new property master plan, the Department will use your input along with other data to develop a range of resource management and recreational use alternatives and their potential impacts for your review. We will then develop the draft master plan and environmental assessment from the preferred alternative. "Ways You May Make Your Voice Heard" (on the next page) describes how the public can give input into these activities.

Phase 3

Phase three is presentation of the draft master plan to the Natural Resources Board for approval.

Opportunities for Participation in Planning

The Department's goals for public involvement in master planning are to offer the public meaningful ways to be involved in shaping the future management and use of their favorite properties, and to provide a means for interested people to stay informed about the property and planning progress. Public review and comment will be formally sought at key milestone points during the plan's development and approval process. However, it should be noted that public comments are welcomed at any time. The formal public input points in the process are:

- At the beginning of the plan development process (Phase 2 discussed above) to help identify important issues to be considered in the plan.
- To review and comment on a range of alternatives, and work toward a Preferred Alternative, which is the focus of the master plan,
- To review and comment on the draft master plan and its environmental assessment, and
- Lastly, the Natural Resources Board offers the public an opportunity to provide input to them when they consider approval of the proposed master plan.

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Ways You May Make Your Voice Heard

Public meetings: DNR staff will hold informal public meetings at key points of the master planning process to present and discuss information on the property and plan proposals, and to listen to your comments and suggestions. These meetings will be held in the vicinity of the property.

Other ways to comment: If you are unable to attend a meeting or if you think of comments you want to give after the meeting you may submit comments to the planning team by e-mail, postal-mail or by phone. Contact information is provided at the end of this document.

How the Department will Provide Planning Information to You

Issue Press Releases

Press releases will be issued at key stages of the project to announce public meetings, provide information updates and to solicit public comments.

Direct Mailings (e-mail and postal)

The Department is using GovDelivery system, an electronic notification list, to keep interested parties (landowners, user groups, sporting clubs, environmental groups, service groups, local government, state officials, affected Indian Tribes, local and state newspapers) informed about upcoming events and discussions. The email system is used at key points in the planning process, to provide information about the property and planning issues; and to announce meetings, decisions, and other planning developments. To sign-up for GovDelivery notifications, go the DNR home page located at <http://dnr.wi.gov> and click on "Subscribe to Updates." You may also sign up for the mailing list by contacting the Department at the address or phone number listed at the end of this document.

Provide a Web Page

The Department will set up a special master planning web page where information about the property, the planning process, draft plan documents, notices, planning progress reports and other important planning information may be accessed.

Planning Reports

After each formal public input step the Department will summarize the results for your review. Additional progress reports will be posted, if needed, on the master planning

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website to keep you informed on the status of the plan's development.

Conduct Special Meetings

If needed, additional public meetings may be held at various stages of the planning process to discuss specific issues in depth. All public meetings will be announced ahead of time. Focus group meetings may be held with selected representatives to work through special management issues or other concerns that may arise.

Consultation with Other Governmental Units

Throughout the planning process, the master planning team will also be consulting with local governments, state and federal agencies, and affected Indian Tribes on a government-to-government basis on mutual planning issues.

How Plan Decisions will be Made

To develop an effective property master plan, the Department listens to many voices. Recreation users, commercial interests, neighboring landowners, conservation groups, elected officials, other government agencies, tribal representatives, and other interested persons or groups are all encouraged to participate. Input received at each major step in the planning process will be considered as the plan is developed.

Decisions on which ideas to incorporate into the plan will be made based on the type of property, its capabilities, and the best role of the property in its local, regional and statewide context, and on the professional expertise of DNR staff. Further, the plan must comply with applicable Federal Laws, State Statutes, Administrative and Department Codes, and facility design standards. While a broad range of interests will be listened to and considered in developing a proposed master plan, the final decision-making responsibility and authority on the master plan rests with the DNR's citizen policy-making Natural Resources Board.

Contact Information:

To give comments or suggestions on the planning process, to receive materials, or to sign up for the mailing list, contact:

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 Madison, WI 53707-7921

For property-specific comments or questions, contact:

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