

**SHORELAND STEWARDSHIP
COVENANT**

Document Number

Document Title

THIS SHORELAND STEWARDSHIP COVENANT is executed by the undersigned _____ [insert name of owner(s), whether individuals, LLC, corporation, trust, or otherwise] (whether one or more, the "**Owner**"), for the purpose of effecting the provisions and covenants as set forth herein, with respect to the real estate described in Exhibit A attached hereto (the "**Property**").

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

1. Covenants. Owner hereby irrevocably submits the Property to be subject to and bound by the covenants set forth in Exhibit B attached hereto (the "**Covenants**").
2. Effect. Subject to compliance with the Covenants, Owner shall retain all other legal rights of use and enjoyment of the Property. The Covenants in this instrument are a minimum standard to be maintained by Owner at all times, but Owner may elect to undertake further efforts for the protection of the shoreland environments on the Property covered by this instrument. However, nothing in this instrument shall limit the obligation of Owner to comply with applicable and then current statutes, regulations, ordinances, codes, or other legal requirements, even if they are more restrictive than the Covenants. Compliance with the Covenants hereunder shall not be an affirmative defense with respect to, nor alter the obligations of any party under, any applicable and then current statutes, regulations, ordinances, codes, or other legal requirements, even if they are more restrictive than the Covenants.
3. Term. The covenants, conditions, and obligations herein shall commence upon the Effective Date and shall run for an initial period of twenty-five (25) years (the "**Initial Term**"). Such covenants, conditions, and obligations shall be automatically extended for additional successive periods of ten (10) years each (each an "**Extension Period**") on the expiration of the Initial Term and on the expiration of each Extension Period. The covenants, conditions and obligations as set forth herein shall apply during the Initial Term and each Extension Term.
4. Binding Nature. The covenants, conditions and obligations as set forth herein shall be for the duration stated herein, shall be binding upon and appurtenant to the Property and Owner and its successors and assigns as owners of the Property, and shall run with the land.
5. Miscellaneous. This instrument shall be construed and enforced in accordance with the laws of the State of Wisconsin, without reference to conflicts of laws principles. The headings in this instrument are provided for convenience only and shall not affect the interpretation or enforcement of this instrument or its provisions. If any term or condition of this instrument shall be deemed invalid or unenforceable, the remainder of this instrument, shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law. There shall be no presumption against the drafter of this Agreement, notwithstanding any common law or other practice or principle which may exist to do otherwise. Nothing in this instrument shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public purpose whatsoever, nor shall it be deemed or implied to grant any other party access or rights in or to the Property.

Dated as of _____, 20_____.

OWNER:

Use for owner that is an LLC/corporation/trust:

(fill in company/trust name on this line, if any)

By: _____

Print Name: _____

Title: _____

Use for individuals:

(fill in signature of individual/signatory)

Print Name: _____

(fill in signature of individual/signatory)

Print Name: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Personally came before me this _____ day of _____, 20_____, the above named _____ and _____, to me known to be the person(s) who executed the foregoing instrument in the capacity provided above and acknowledged the same.

*
Notary Public, State of _____
My commission expires: _____

This instrument was drafted by _____
Name, city and state of drafter

EXHIBIT A

Property

[INSERT FULL LEGAL DESCRIPTION HERE]

EXHIBIT B

Covenants

The "Covenants" shall mean the commitment to meet, at a minimum, all those requirements and obligations under (1) that certain ordinance enacted by the County of Vilas in the State of Wisconsin and identified as the Vilas County Shoreland Zoning Ordinance, enacted May 7, 1999, and including any and all revisions enacted thereafter, and (2) Wisconsin Administrative Code Chapter NR115, in effect as of the date of this instrument.