

September 24, 2015

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VIA E-MAIL & FEDEX

CLIENT/MATTER NUMBER
999400-2538

John Pohlman - LF/6
WI Department of Natural Resources
P O Box 7921
Madison WI 53707-7921

Re: The Sauk Prairie Conservation Alliance's Legal Comments on
the WDNR's Draft Master Plan for the Sauk Prairie Recreation
Area

Dear John:

The Sauk Prairie Conservation Alliance ("Alliance") has asked our firm to review and comment on the Wisconsin Department of Natural Resources' ("WDNR") Draft Master Plan for the Sauk Prairie Recreation Area released on August 11, 2015 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, August 29, 2013 and any other comments submitted by the group or its members.

First and foremost, the Alliance wants to thank the WDNR for not including the proposed shooting range or ATV trails in the master plan for the Area. The Alliance appreciates the WDNR's consideration of its past comments and concerns on this issue. However, the Alliance still opposes any high-impact uses of the Area, and maintains, as it did in its August 29, 2013 letter, that the WDNR does not have the legal authority to implement high-impact uses on any part of the Sauk Prairie Recreation Area.

The Draft Master Plan still includes several high-impact uses, including 72 acres for a Class II Dog Training Area, access to a rocketry site ten days per year, a snowmobile trail running through the center of the Area, and allowing dual-sport motorcycles to access the trails in the Area for six days per year. Each of these high-impact uses is unlawful without National Park Service ("NPS") approval. And 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. The Alliance opposes high-impact uses on any part of the Sauk Prairie Recreation Area.

Additionally, the Alliance does not support the WDNR's characterization of the Draft Master Plan as an Environmental Impact Statement ("EIS"). The Draft Master Plan does not meet the requirements of an EIS and is inadequate for purposes of both the National Environmental Policy Act and the Wisconsin Environmental Policy Act.

Mr. John Pohlman
September 24, 2015
Page 2

I. The WDNR Does Not Have The Authority To Allow High-Impact Uses On the Area Or Change The Terms Of Its Program Of Utilization Without NPS Approval

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* Attachment A, p. 6; Attachment B, p. 6.

The Area is subject to two federal use restrictions. First, it must be used for public park or recreation purposes. Attachment A, p. 3. Second, it must be used for the purposes for which NPS conveyed it. *Id.* 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.” *Id.*; *see also* Attachment B, 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. Attachment C, 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*.” *Id.* at p. 10 (emphasis added).

Dual-sport motorcycle access to trails six days per year, a Class II Dog Training Area, a snowmobile trail through the center of the Area, and a rocketry launch site ten days per year are high-impact recreational uses. *See* Wis. Admin. Code NR 44.07(7)(a) (indicating that “intensive” recreational uses include activities and facilities such as shooting ranges, power boating, and jet skiing). The rocketry, dog training using firearms, snowmobile trail running through the center of the Area, and dual-sport motorcycle access are analogous to the forgoing delineated intensive uses, and therefore fall outside the scope of the approved, low-impact recreational uses for which the NPS conveyed the property. 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 [federal] Government”); *see also* Attachment A, p. 6; Attachment B, 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]”).

In sum, WDNR does not currently have the legal authority to approve dual-sport motorcycle access to the Area’s trails six days per year, a Class II Dog Training Area, a snowmobile trail through the center of the Area, or access to a rocketry site on the Area ten days per year. WDNR would need to file an application with the NPS to amend its Program of Utilization prior to

Mr. John Pohlman
September 24, 2015
Page 3

allowing such uses on the property, and to our knowledge, WDNR has not yet filed such an application.

Additionally, the WDNR does not have the authority to allow each landowner of the Area to plan for their respective portion of the Area individually rather than managing the entire Area collectively. The Program of Utilization and the original WDNR application states that the landowners will work collaboratively to manage the property and that “[t]he master plan would be developed for the entire 7,354 acres.” Attachment C, p. 10. The Draft Master Plan indicates that management goals of the Area have changed since the original application in 2004, and now each separate landowner must manage their own land individually to meet their respective needs. However, this modification is in direct conflict with the collaborative management approach within the WDNR’s original application to the NPS and Value 1 of the Badger Reuse Plan which “stresses the need to manage the Badger property collaboratively, and as a single unit.” The WDNR cannot modify the collaborative management of the Area without NPS approval.

Overall, the Draft Master Plan places an emphasis on land uses and management objectives that complement each other and those of the surrounding land owners. The Alliance is in full support of the Plan to the extent that it 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. The Alliance is also in full support of the Plan’s opportunities for outdoor recreation including the number of traditional low-impact activities like hunting, fishing and hiking. However, the high-impact uses of dual-sport motorcycles, Class II Dog Training Area, a snowmobile trail running through the center of the Area, and the rocketry site are inconsistent with the ecological management of the Area and the purposes for which the NPS conveyed the property to the WDNR.

II. There 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 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 WDNR has not done so and the Alliance does not believe that the WDNR will be able to do so.

The specific location for the Class II Dog Training Area is not well suited for such use. First, the area is surrounded by the U.S. Dairy Forage Research Center (“USDFRC”). As expressed in a USDFRC comment letter, dated August 2013, USDFRC believes high-impact uses would negatively impact its operations. *See* Attachment 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.* This Class II Dog Training Area proposes the use of firearms year-round and will negatively impact neighboring owners through noise and disruption.

Mr. John Pohlman
September 24, 2015
Page 4

Second, the WDNR identifies a Native Community Management Zone that is directly adjacent to the Magazine Area where the Class II Dog Training Area is proposed. 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.” *Id.* 44.06(6)(b). Shooting firearms and training dogs in this area are not consistent with a Native Community Management Area, and, in fact, are likely to significantly harm existing native plant and animal communities through habitat disturbance and noise. For example, the proposed placement of the Dog Training Area is immediately adjacent to the area of highest value for the site’s grassland birds, and will be disruptive for that animal community.

Third, the areas where high-impact uses are proposed are deed restricted from being disturbed because of environmental contamination. These deed restrictions prohibit any ground 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. Attachment A, p. 9; Attachment B, p. 9. The horse trails and biking trails that the dual-sport motorcyclists will have access to six days per year run through these deed restricted areas. Allowing dual-sport motorcycles to access trails in these restricted areas will undoubtedly result in ground disturbance, and therefore this use is inconsistent with the NPS land grant.

If a full-scale environmental analysis of these high-impact uses were conducted it would demonstrate that the high-impact uses would have a significant environmental impact on the Area.

III. High-Impact Uses Will Have A Significant Environmental Impact, And the Draft Master Plan Does Not Meet the Requirements of an EIS

As discussed, if the WDNR insists on proceeding with seeking approval for the dual-sport motorcycle access six days per year, the Class II Dog Training Area, a snowmobile trail through the center of the Area, and the rocketry site, it will have to obtain NPS’s approval. These high-impact uses would have a significant impact on the environment, and an amendment to the WDNR’s application to the NPS would trigger the National Environmental Policy Act’s (“NEPA”) and the state equivalent, Wisconsin Environmental Policy Act’s (“WEPA”), environmental impact statement (“EIS”) processes.

Both NEPA and WEPA require an agency to follow certain processes before an agency can make a decision that would significantly affect the quality of the human environment. As the proposed high-impact uses for the Area are likely to significantly impact the environment, an EIS is required before NPS could approve of the uses. The Draft Master Plan does not meet the

Mr. John Pohlman
September 24, 2015
Page 5

requirements of an EIS under either NEPA or WEPA, regardless of the WDNR's characterization of the document.

WEPA indicates that an EIS "shall emphasize environmental issues relevant to the evaluation of the action and provide a level of detail commensurate with the complexity of the action." Wis. Stat. § 1.11; Wis. Admin. Code NR 150.30 (2). An EIS requires: (1) an analysis of the probable environmental impacts, (2) an analysis of the degree of controversy over the likelihood of the effects, (3) an analysis of the relative alternatives, (4) an analysis of the positive and negative direct, secondary, and cumulative effects of the proposed project and (5) an analysis of the potential to establish precedent for future actions or foreclose future options. *See* 40 C.F.R. § 1502.14; 40 C.F.R. § 1502.16; Wis. Admin. NR Code 150.30.

As it stands now, the portion of the Draft Master Plan that the WDNR characterizes as an analysis of environmental impacts is only 24 pages in length and the entire document is only 146 pages. This level of detail is not commensurate with the complexity of the action which has been the subject of controversy and negotiations for over a decade.

A. The Plan Does Not Provide An Adequate Analysis Of Environmental Impacts

The Draft Master Plan states that the dual-sport motorcycle access and the model rocketry site will not have any adverse effect on animals in the area, but provides no documentation or testing to support that claim. On the contrary, these uses are in an area important for grassland birds and will likely have a negative impact on those species.

The Plan also indicates that while the dual-sport motorcycle use will be noisy it will not be significant. The Plan does not provide support for this finding and fails to address the noise impacts of the rocketry site and the year-round firearm use in the proposed Class II Dog Training Area. In fact, the Alliance conducted a noise study to bird species when the WDNR was proposing a shooting range for the Area, and the study found that there would be significant impacts from the use of firearms. A copy of the study is Attachment E. The study found that the use of firearms in the Area would "have immediate adverse impacts on current breeding populations of vireos, meadowlarks, grosbeaks, warblers, and grassland sparrows, and will prohibit the re-establishment of former breeding populations of upland sandpipers."

Additionally, the Plan does not adequately address the impacts of the special event uses of the Area. While the Draft Master Plan requires those seeking to use the Area for a special event to submit a Special Use Application and License and receive a permit, the Plan does not indicate what particular uses are envisioned as special events or the impacts that those uses may have on the Area. The Plan simply identifies the uses authorized as "special events" as those that fit within the mission for the Area and that are otherwise approved by the Plan. Therefore, under the Plan, special events could include large trail races, bike races, and other large scale competitions or events that may have significant impacts on the Area, which are not addressed by the Plan. Moreover, as for high-impact uses, the WDNR may not issue permits for special events to the extent

Mr. John Pohlman
September 24, 2015
Page 6

the permit would be for a high-impact use of the Area as the WDNR has no authority to approve of such uses.

In the Plan, the WDNR also only superficially addressed the environmental impacts that the Wisconsin Army National Guard helicopter training on the site would produce. The Plan indicates that the Guard's use would cause considerable dust, noise and added safety measures, but does not provide supporting documents that demonstrate the extent of these issues and does not indicate that any particular safety plan is in place for this use of the Area. On the whole, the Draft Master Plan does not adequately address 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 related to any of the high-impact uses, and therefore cannot be characterized as an EIS.

B. The Plan Does Not Provide An Adequate Analysis Of Controversial Impacts

In the Plan itself, WDNR recognizes that in the last round of proposals the shooting range and the use of motorized vehicles on the site were the most controversial. The Plan indicates that public commenters opposed the ATV trails and the shooting range because those uses "deviate[d] from the DNR's original statements of its intent for the property" namely to provide conservation and low-impact recreation. *See* Sauk Prairie Recreation Area Draft Master Plan, WDNR, p. 125 (August 2015). The Plan also indicates that the use of motorized vehicles on the site and the shooting range generated by far the most public comments regarding the Area and the vast majority of those comments opposed the uses. However, the Plan does not address why the use of firearms in the Class II Dog Training Area or the use of dual-sport motorcycles on the trails in the Area would be any less controversial. As the WDNR has failed to adequately address the degree of controversy of the proposed high-impact uses within the Plan, the Plan is not an adequate EIS.

C. The Plan Does Not Provide An Adequate Analysis Of Alternatives

The regulations implementing NEPA require that an EIS "rigorously explore and objectively evaluate all reasonable alternatives." 40 C.F.R. § 1502.14(a). One example where the Plan only superficially addresses alternatives is where the Plan indicates that for the Class II Dog Training Area WDNR considered a Class I Area with more access for dog trailers and trainers, but opted for the Class II site. The WDNR does not discuss alternative locations for the Dog Training Site, the impacts of not allowing the site at all, or why the site is necessary in the first place. The Plan also does not address alternatives to the proposed rocketry site. The Plan simply indicates that this high-impact use is included in the Draft Master Plan because the public uses a similar site at the Bong Recreation Area. Alternatives to the high-impact uses within the plan generally are not addressed, and to the extent alternatives are addressed they are inadequate. For this reason, the Plan does not meet the requirements for an EIS.

Mr. John Pohlman
September 24, 2015
Page 7

D. The Plan Does Not Provide An Adequate Analysis Of Cumulative Impacts

The Plan indicates that dual-sport motorcycle use of the trails six days per year will not have a significant impact on the area. Presumably, WDNR believes that six days per year is an insignificant amount of time; however, the Plan fails to address the impacts those six days of use will have over time in terms of contamination, erosion, habitat disruption, introduction of invasive species and overall noise disruption.

The six days of access may seem insignificant in isolation, but no tests or studies of the impacts over time have been provided. The same is true for the ten days per year of rocketry. Again, while ten days per year may seem inconsequential in isolation, over time the impact to the Area could be great in terms of contamination, habitat disruption and overall noise pollution. Year-round dog training using firearms is also likely to have a cumulative impact on the environment. The Plan provides no analysis, documentation, testing results, or reports on these cumulative impacts and provides no definitive evaluation of how these high-impact uses will affect the Area over time. The Plan also fails to address the cumulative impacts of some low-impact recreational uses such as horse-back riding and mountain biking in terms of erosion, habitat disruption and other impacts. Overall, the Plan fails to address the cumulative impacts of many of the proposed uses of the Area, and therefore the Plan is not adequate as an EIS.

E. The Plan Does Not Provide An Adequate Analysis Of The Precedential Effects of the High-Impact Uses

Finally, the Plan does not address how the proposed high-impact recreational uses, if approved, will set a precedent for the management of the Area. The Plan identifies the purposes of the plan for the Area as providing the public with opportunities for recreation, ecological management, cultural resource preservation, education and interpretation. While one of the purposes for the Plan is to provide recreational opportunities in the Area, the Plan indicates that the WDNR seeks to provide recreation with minimum impacts to the environment, to the neighboring owners, and to provide opportunities that do not create conflicts between users. The high-impact uses proposed within the Plan open the Area up to management that is inconsistent with the initial purposes of the Plan. Firing rockets, using firearms to train dogs, and allowing dual-sport motorcycles on the Area's trails will cause conflicts between users, disturb neighboring owners and impact the environment.

The precedential effect of allowing these uses on the Area may be to expand uses outside the scope of the initial purposes for the Area and increase the potential for introducing more high-impact uses on the land in the future. The Plan does not address how the proposed high-impact uses fit within the purpose of the Plan, and fails to address the precedential effect that allowing the proposed high-impact uses on the Area may have for future management. Therefore, the Plan is not an adequate EIS for purposes of NEPA or WEPA.

Mr. John Pohlman
September 24, 2015
Page 8

Based on the forgoing, the high-impact uses within the Plan will have a significant environmental impact on the Area, and the Draft Master Plan does not adequately address those environmental impacts. Therefore, the Draft Master Plan does not comply with NEPA or WEPA.

CONCLUSION

The Alliance appreciates the WDNR's consideration of past comments and removal of the ATV trails and shooting range from the Draft Master Plan for the Area. Nevertheless, the WDNR does not have the legal authority to implement the remaining high-impact uses of the Area including the dual-sport motorcycle use six days per year, the Class II Dog Training Area, and the rocketry site without NPS approval. These high-impact uses are inconsistent with the purposes for which NPS conveyed the property, and the uses will have significant environmental impacts on the area. The high-impact uses within the Plan would also require a full-blown EIS for NPS approval, and the Draft Master Plan does not meet the NEPA or WEPA requirements for an EIS. Therefore, the WDNR currently has no legal authority to approve the high-impact uses proposed within the Draft Master Plan.

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

Best regards,



Brian H. Potts
Amanda K. Beggs

BHP

Attachments:

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)
Mark Boggess, U.S. Dairy Forage (via U.S. mail)
Representative David Greendeer, Ho-Chunk Nation (via U.S. mail)
Randy Poelma, Ho-Chunk Nation (via U.S. mail)
Bill Wenzel, BMOC (via U.S. mail)



FOLEY & LARDNER LLP

Mr. John Pohlman
September 24, 2015
Page 9

Representative Dave Considine (via U.S. mail)
Tim Colby, Town of Sumpter (via U.S. mail)
Robin Meier, Bluffview Sanitary District (via U.S. mail)

Attached are selected pages from the following materials:

Attachment A: Quitclaim Deed, June 2010

Attachment B: Quitclaim Deed, April 2011

Attachment C: Federal Lands to Parks Program Application

Attachment D: USDA letter regarding WDNR Sauk Prairie Recreation Area (SPRA) Draft
Conceptual Alternatives, August 5, 2013

Attachment E: Sound Study, May 2014

Attachment A

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 (Refer 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: K Hansen
PO Box 7921
Madison WI 53707-7921

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:

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.

II. 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.

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

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

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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000220

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 ~~March~~ April, 2010.

UNITED STATES OF AMERICA

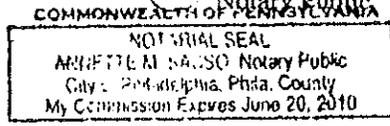
By: Dennis R. Reidenbach
Dennis R. Reidenbach, Regional Director
Northeast Region
National Park Service

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.

Arnold M. Russo
Notary Public



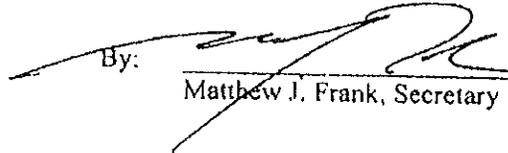
My commission expires: _____

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

000221

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: 
Matthew J. Frank, Secretary

STATE OF WISCONSIN)
)ss
County of Dane)

On this 10th day of MAY, 2010 before me, the subscriber, personally appeared, Matthew J. Frank, 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.




KARL E. HANSEN
NOTARY PUBLIC

My Commission expires: 12/02/12

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.

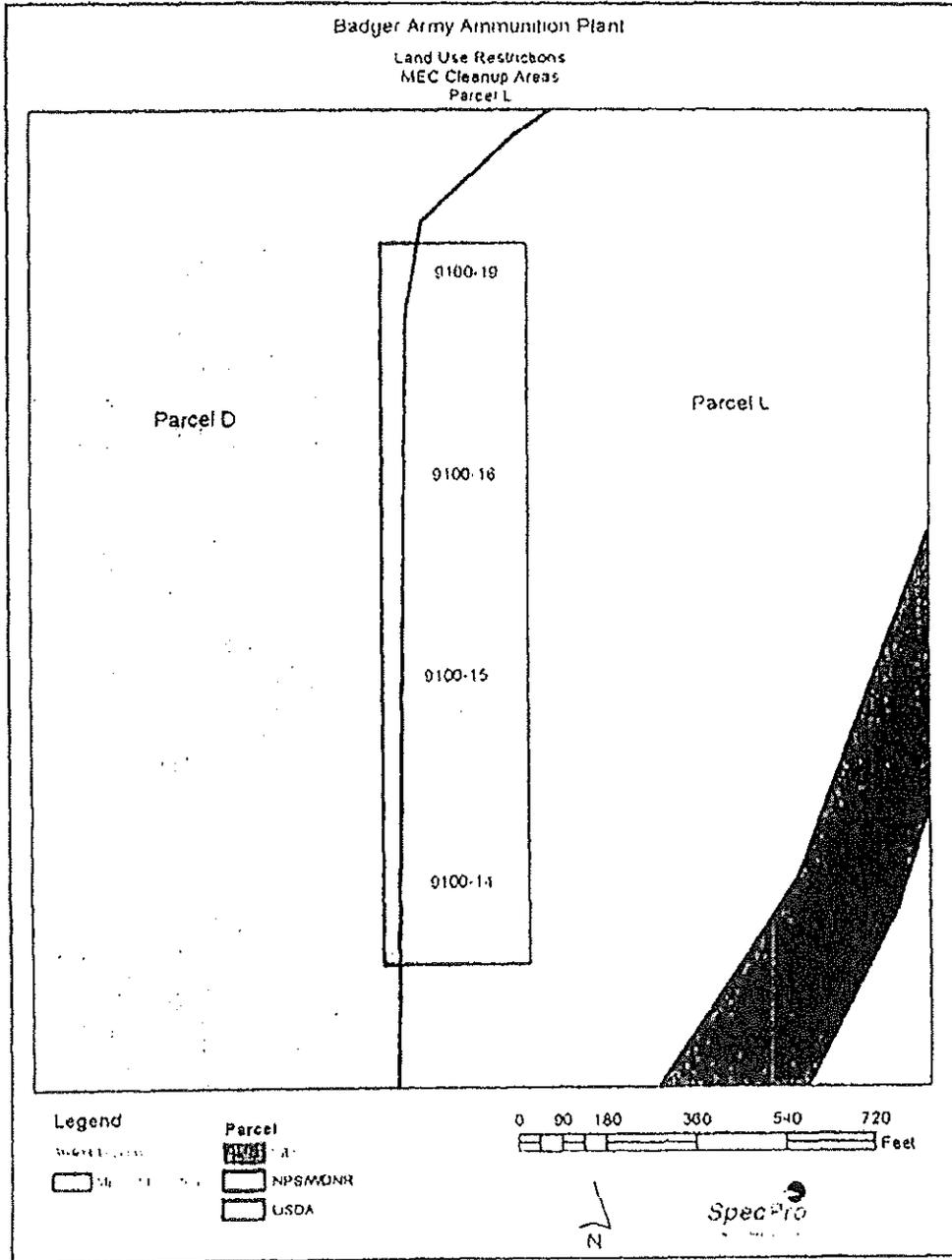
Ground intrusive activities, digging, or disturbance of soils includes, but is not limited to: raking, scratching, scraping, tilling, moving, digging, excavating, drilling, driving, augering, trenching, plowing, etc., the surface and subsurface levels of the earth, with manual tools, anchors, rods, augers,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

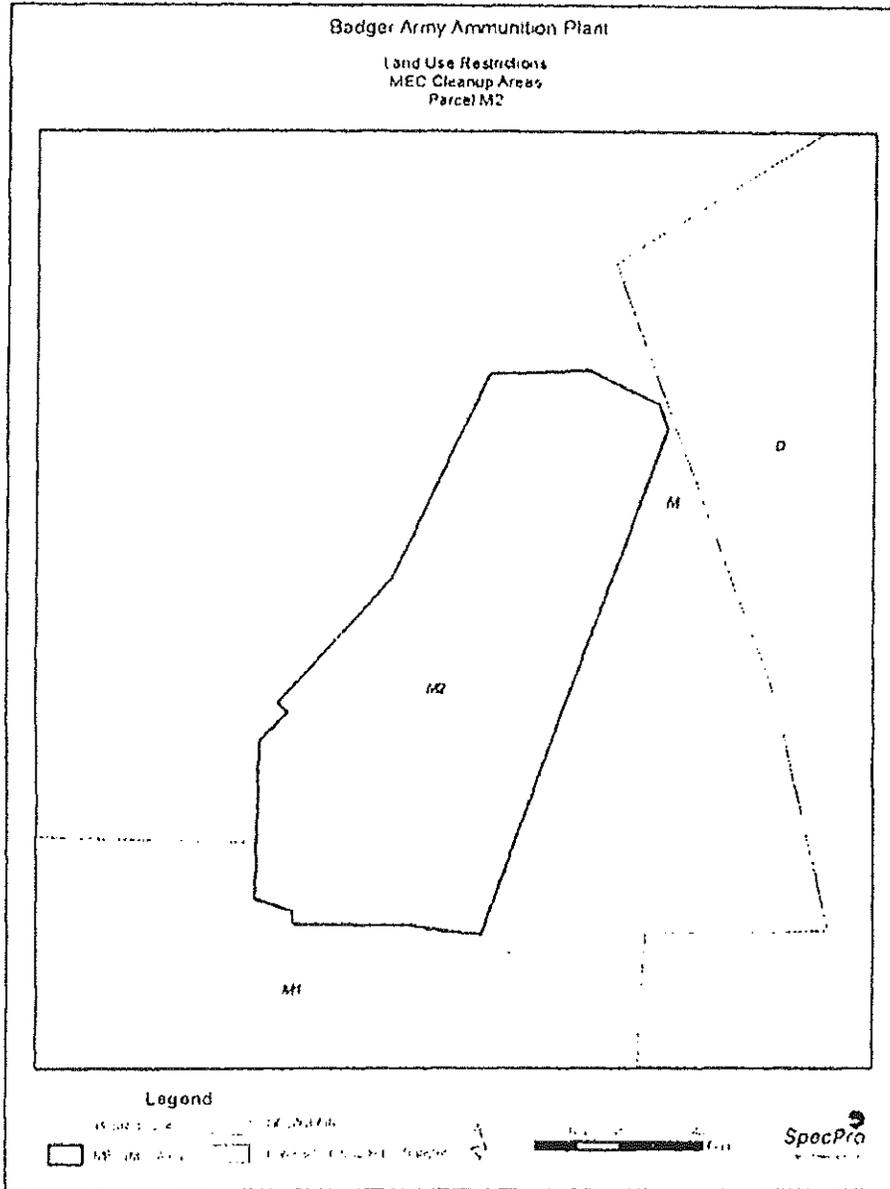
Modifying Restrictions. Nothing contained herein shall preclude the Grantee, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the Grantor, such additional action necessary to allow for other less restrictive use of the Property. Prior 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





Attachment B

UCC

5/10/11

DOC# 1030720

Recorded
Apr. 21, 2011 AT 08:30AM

QUITCLAIM DEED

Shane Bailey

REGISTRAR'S OFFICE
SAUK COUNTY WI
RECEIVED FOR RECORD
Fee Amount: \$30.00
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;

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

200003

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

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.

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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)(I), 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.

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00005

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, 20 11.

Cynthia A. Warfield
Notary Public

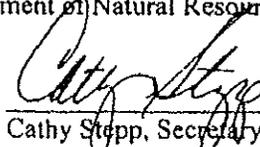
My commission expires: _____
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CYNTHIA A. WARFIELD, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 6, 2011

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

30033

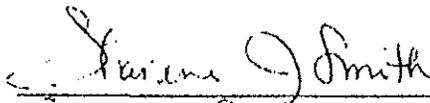
The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, that the State of Wisconsin shall assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

STATE OF WISCONSIN
Department of Natural Resources

By: 
Cathy Stepp, 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.


SHARONE J. SMITH
NOTARY PUBLIC

My Commission expires: 9/22/2013

500072

EXHIBIT "B"
LAND USE RESTRICTION

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

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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:

1. Grantor:

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

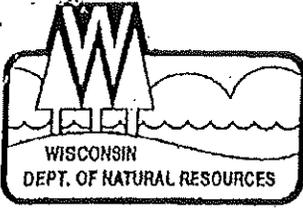
000075

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

Attachment C



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 608-276-3266
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-I

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, which ever 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 be 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 36 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

condilions 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.

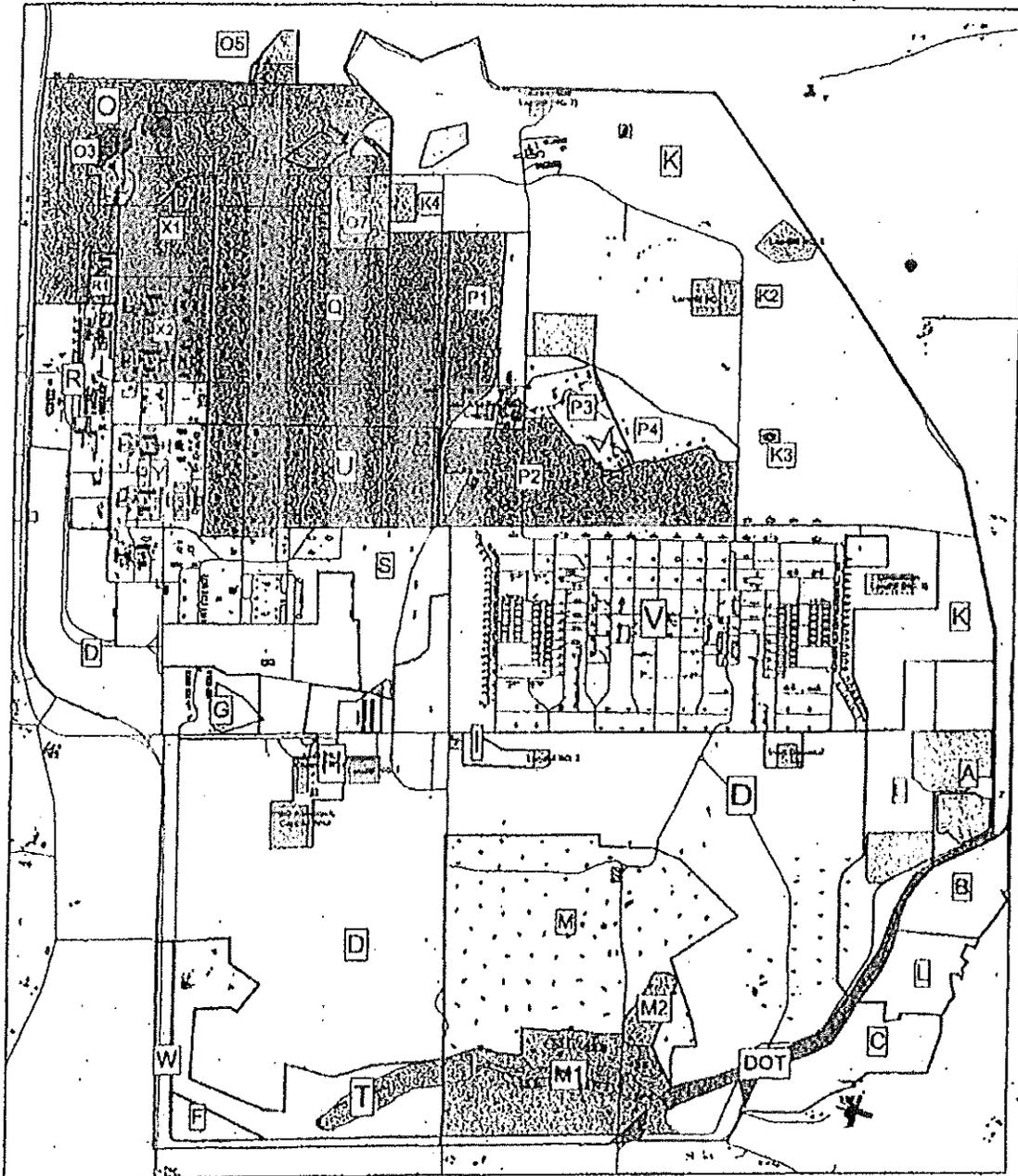
12/2/04
(Date of Application)

Scott Hassett
P. Scott Hassett

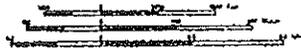
Secretary

Wisconsin Department of Natural Resources

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

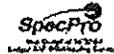


Scale:



Map Legend

<p>Relative Hazard Value</p> <ul style="list-style-type: none"> HIGH MEDIUM LOW No Value 	<p>RI Site Classification</p> <ul style="list-style-type: none"> RI - Further Work Required RI - No Further Work Unapproved Storage Tank 	<p>WSP</p> <ul style="list-style-type: none"> EXCEPT'S BLAND-CHUNK UREDA WOHNR BLURPVW SANITARY DISTRICT
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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. Patches 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 that 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 Rouse 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 I-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

Attachment D



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

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

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

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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,

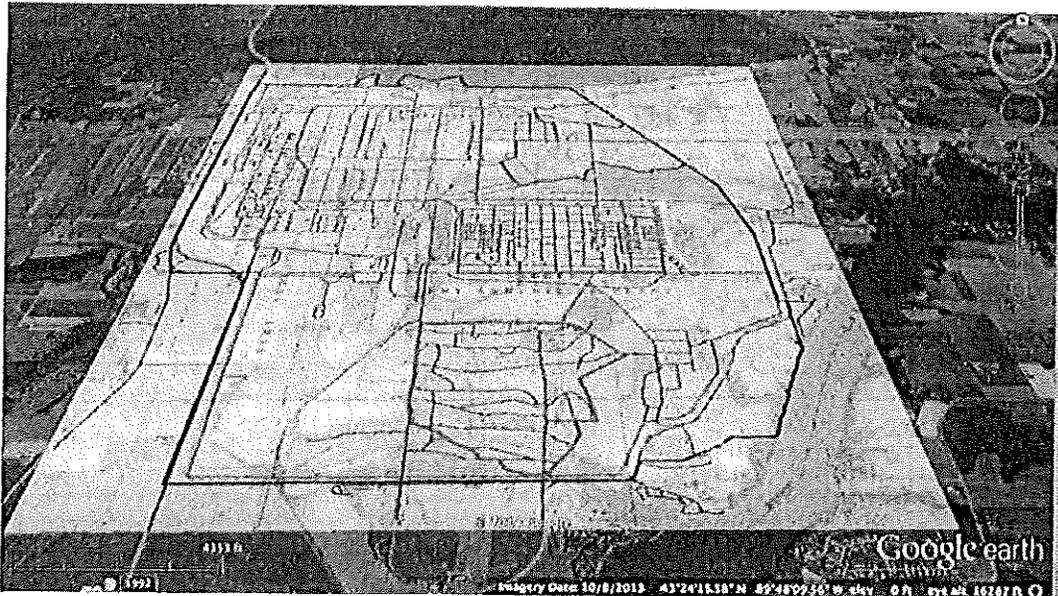
COPY

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

Enclosures

Attachment E

Potential acoustic impacts on breeding birds from proposed property amendments at Sauk Prairie Recreational Area



Final Report For

The Sauk Prairie Conservation Alliance

by

Dr. Chris Bocast

Ph.D., Environment and Resources/Divergent Arts Ltd

Chris Bocast has passed his final dissertation defense in the Environment and Resources Program at the Nelson Institute for Environmental Studies. He combines a solid academic background in environmental studies with a lifetime of experience in professional audio; these provide the foundation for his rigorous and innovative studies of sound environments for his company Divergent Arts Ltd. In September 2011, he completed the Sound Analysis Workshop held by Cornell University's Bioacoustics Research Program.

Overview

This study provides an assessment of the potential acoustic impact on breeding birds due to the construction and use of a rifle range within a proposed "Special Use" zone of the Sauk Prairie Recreational Area (referred to hereafter as the SPRA). As explained in this report, **it is my opinion that construction and use of a rifle range at SPRA will have immediate adverse impacts on current breeding populations of vireos, meadowlarks, grosbeaks, warblers, and grassland sparrows, and will prohibit any re-establishment of former breeding populations of upland sandpipers.** Shooting sports are popular in Wisconsin, and rifle ranges receive considerable traffic throughout the year, even during poor weather conditions. Contentions over the noise endemic to the operation of such facilities have resulted in numerous studies and mitigation efforts regarding such anthropogenic (human-related) noise, both in Wisconsin and elsewhere. Management concerns in general about excessive anthropogenic noise negatively affecting the experience of visitors to recreational areas of natural and cultural significance have led to active strategies to address noise, most notably by the National Park Service. The previous two decades have also seen an increase in the number and rigor of scientific studies quantifying the effects of anthropogenic environmental noise on various animal species, particularly on birds. These studies have found that excessive noise associated with human activities is a direct physiological stressor on organisms and have documented indirect effects such as behavioral modifications or the masking of acoustic communications.

The SPRA, in its present state, does not represent pristine habitat because of its previous use as a munitions production facility and the residual contamination resulting from the manufacturing and testing of propellants and explosives. However, because the facility has been unused for a long time, an extensive stretch of reproductive habitat for a large number of bird species has developed, although the SPRA is sandwiched between two busy highways amidst a developed area. In particular, this unusual habitat has led to the reestablishment of several grassland bird species that have been identified by the WDNR as priority species of management concern for the south-eastern ridges and lowlands of Wisconsin.

Methodology

An extensive review of existing literature regarding bird species of the area, with a focus on peer-reviewed noise impact studies related to these and similar species, was conducted. A similar review of public disputes involving rifle ranges and noise mitigation efforts associated with these disputes was also done; this documentation consisted mainly of news articles and official reports to various agencies. In addition, sound samples were taken at two different rifle ranges in Wisconsin in order to establish some "ground truth" of actual sound dispersal during current typical usage. The sites chosen were Yellowstone Lake State Park, near Blanchardville in Lafayette County, and the McMiller Sports Center near Eagle in Waukesha County. These sites were chosen as they have been cited by the WDNR as exemplary of the type of range that might be constructed at SPRA. Both sites have also gone through recent noise mitigation/range improvement upgrades, and represent "best-case" scenarios.

The McMiller site has been the center of ongoing disputes about range noise with surrounding residents since at least the 1990s. McMiller has five separate ranges running in physical size from “plinking” to 300 yards; Yellowstone Lake’s facility features newly constructed berms and three separate ranges of 25, 50, and 100 yards respectively. It should be noted that a range of longer distance than these, if constructed at SPRA, would undoubtedly attract users with correspondingly higher-powered and louder firearms.

Results of Previous Acoustic Impact Studies

The conclusions of multiple recent peer-reviewed studies on the impact of anthropogenic noise on wild birds have documented that many species are highly sensitive to disturbances in their sonic environment. These studies have found that anthropogenic noise increases of 3 dB, barely noticeable to human perception, corresponded to significantly decreased effective listening area for some birds, while increases of 3-10 dB can disrupt signaling and detection capabilities (grouse, urban songbirds – Barber et al., 2010). Further, anthropogenic noise has been shown to:

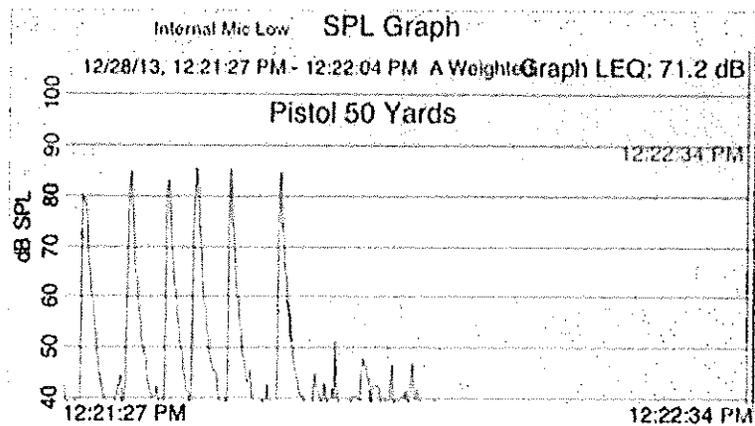
- disrupt avian communities by facilitating reproductive success of more human-adapted species and the loss of birds less tolerant of noise as a result of the disruption of predator-prey interactions (multiple American species - Francis et al., 2009)
- lessen general breeding productivity (Eastern bluebirds – Kight et al., 2012);
- reduce density and occupancy rate of forest passerines by one-third (white-throated sparrow, yellow-rumped warbler, red-eyed vireo, more – Bayne et al., 2007)
- diminish pairing success and age distribution (ovenbirds – Habib et al., 2007)
- stimulate increased vocalization with associated energy cost and decreased vigilance (serins – Diaz et al., 2011)
- result in changed vocalization characteristics, presumably to avoid masking (urban songbirds – Slabbekoorn and Peet, 2003; Barber et al., 2010)
- cause avoidance of other-wise prime habitat (dusky flycatcher, Townsend’s warbler, cedar waxwing, more – McClure et al., 2013)
- spur increased vigilance with associated decrease in food intake and loss of fitness (chaffinches – Quinn et al., 2006)
- affect bird physiology down to the cellular and possibly genetic level (Kight and Swaddle, 2011).

An additional concern frequently noted in soundscape conservation is that the standard used to assess excessive noise levels is measured in decibels using A-weighting, or dB(A). This calibration is applied to instrument-measured sound levels in an effort to account for the relative loudness perceived by the human ear, which is less sensitive to low audio frequencies. As this A-weighting drastically devalues the effects of low frequency noise (see supplementary information), it is particularly ill-suited to measure noise impacts in the soundscape, where low frequencies carry much farther. Infrasonic (below 20 Hz) disturbances have been shown to correlate with disruptions in homing pigeon races (Hagstrum, 2000) and other species are known to be sensitive to very low frequencies (Beason, 2004). Follow-up studies suggest that infrasonic cues may play a role in long-range avian migration mapping (Hagstrum, 2012). While bird hearing is not thought to be as sensitive to sound as human hearing, bird reactions to sound are more pronounced.

Sound Pressure Level Measurements

Sound samples along with sound pressure level (SPL) measurements using dB(A) weighting were taken at Yellowstone Lake on December 28, 2013 and at McMiller Sports Center on February 9, 2014. Gunshots were recorded at the range itself and then at increasing distances of approximately 0.3 miles and 0.7 miles at McMiller, and, 50 yards, 175 yards, 0.4 mile, and one mile at Yellowstone Lake. SPL levels were graphed to measure variation from average background noise and are shown on the following graphs from Yellowstone Lake.¹

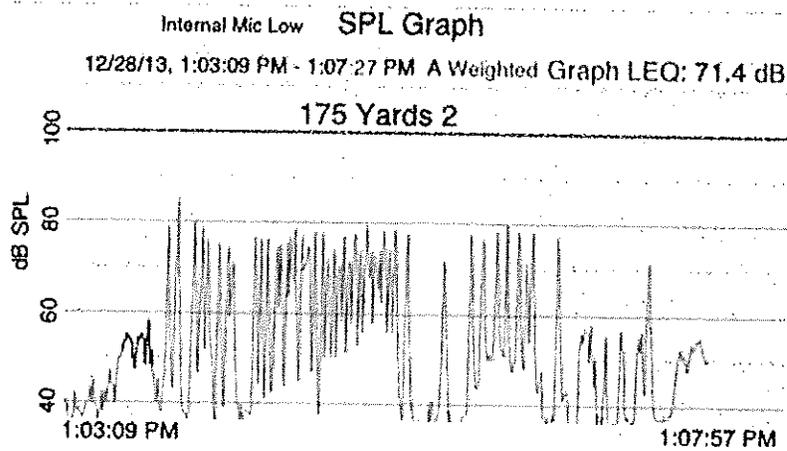
Shots spike 40-45 dB above background



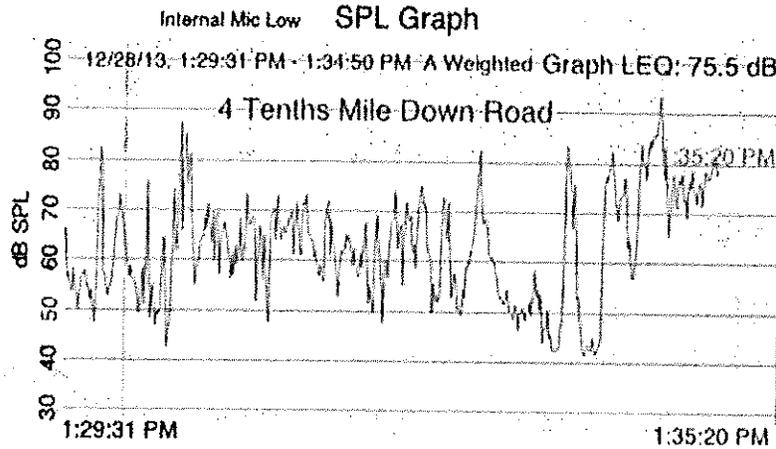
Shots spike 30-40 dB above background

¹ Similar results were obtained at the measured distances at the McMiller range.

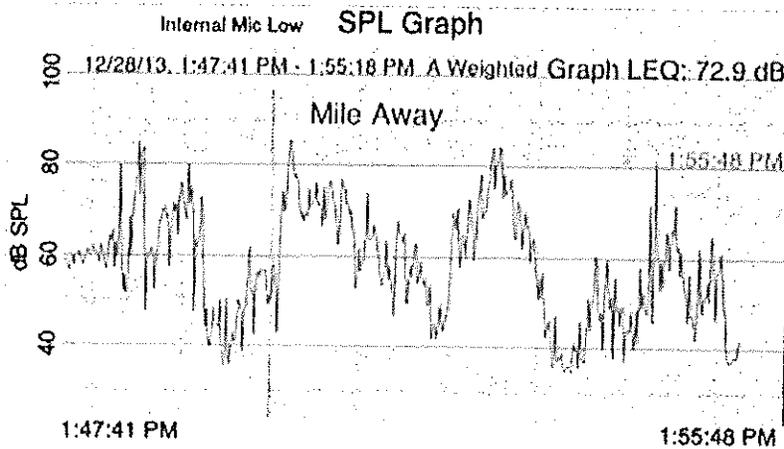
² Boldface = Species with high conservation priority for IBA program. Italics = State-Threatened status. Yellow



Shots spike 20-25 dB above background



Shots spike 10-20 dB above background





Birds at the Sauk Prairie Recreation Area

According to the Important Bird Areas Program, there are currently numerous avians breeding at SPRA that are of priority interest for the State of Wisconsin:

Known species listed as endangered or threatened in Wisconsin.

COMMON NAME ²	1993 Count	Abundance, Breeding Status ³		Total Count		Estimated Breeding Pairs	
		1998	2012	1998	2012	1998	2012
<i>Upland Sandpiper</i>	20	Fc	Rp	20	3	15-30	2-3
<i>Bell's Vireo</i>	0	X	Up	0	9	0	20
<i>Hooded Warbler</i>	0	X	Rp	0	1	0	2-3
<i>Henslow's Sparrow</i>	0	Up	Fc	0	46	3-10	100-200

² Boldface = Species with high conservation priority for IBA program. Italics = State-Threatened status. Yellow highlight = apparent population increase 1998-2012. Blue highlight = apparent population decrease 1998-2012.

³ Breeding-season abundance: A = Abundant, C = Common, F = Fairly Common, U = Uncommon, R = Rare. X = not present. Breeding Status: c = confirmed breeder, p = probable breeder, t = transient nonbreeder, v = visiting breeder from nearby, n = nonbreeding summer resident.

Known species identified as high conservation priorities in Wisconsin.⁴

COMMON NAME	1993 Count	Abundance, Breeding Status		Total Count		Estimated Breeding Pairs	
		199 8	201 2	1998	2012	1998	2012
Hooded Merganser	0	Uc	Uc	0	0	1-2	2-5
Bald Eagle	0	Rt	Uc	0	1	0	1
<i>Upland Sandpiper</i>	20	Fc	Rp	20	3	15-30	2-3
Black-billed Cuckoo	0	X	Up	0	4	0	10-20
Belted Kingfisher	0	Uc	Up	1		2-4	5-10
Red-headed Woodpecker	3	Cc	Rp	22	1	30-50	5-10
Eastern Wood-Pewee	6	Fc	Fp	62		80-170	
Willow Flycatcher	4	Fc	Cp	35	113	50-100	250-500
<i>Bell's Vireo</i>	0	X	Up	0	9	0	20
Yellow-throated Vireo	2	Up	Up	6		10-20	
N. Rough-winged Swallow	0	Cc	Fc	12		20-40	30-60
Sedge Wren	2	Uc	Up	26	14	30-60	30-60
Wood Thrush	0	Up	Fp	2	15	5-10	30-60
Brown Thrasher	6	Fc	Fp	53	56	70-150	70-150
Blue-winged Warbler	3	Uc	Fp	17	26	30-50	50-100
<i>Hooded Warbler</i>	0	X	Rp	0	1	0	2-3
Field Sparrow	13	Cc	Cc	16	16	250- 500	250-500
Grasshopper Sparrow	2	Fc	Fp	48	56	70-180	100-200
<i>Henslow's Sparrow</i>	0	Up	Fc	0	46	3-10	120-250
Rose-breasted Grosbeak	7	Fp	Cc	16	88	40-80	150-300
Dickcissel	0	Uc	Ac	12	30 1	15-30	400-800
Bobolink	38	Cc	Ac	12 4	23 9	150- 250	300-500
Eastern Meadowlark	67	Ac	Ac	38 7	25 7	400- 600	300-400
Western Meadowlark	25	Fc	X	20	0	15-25	0

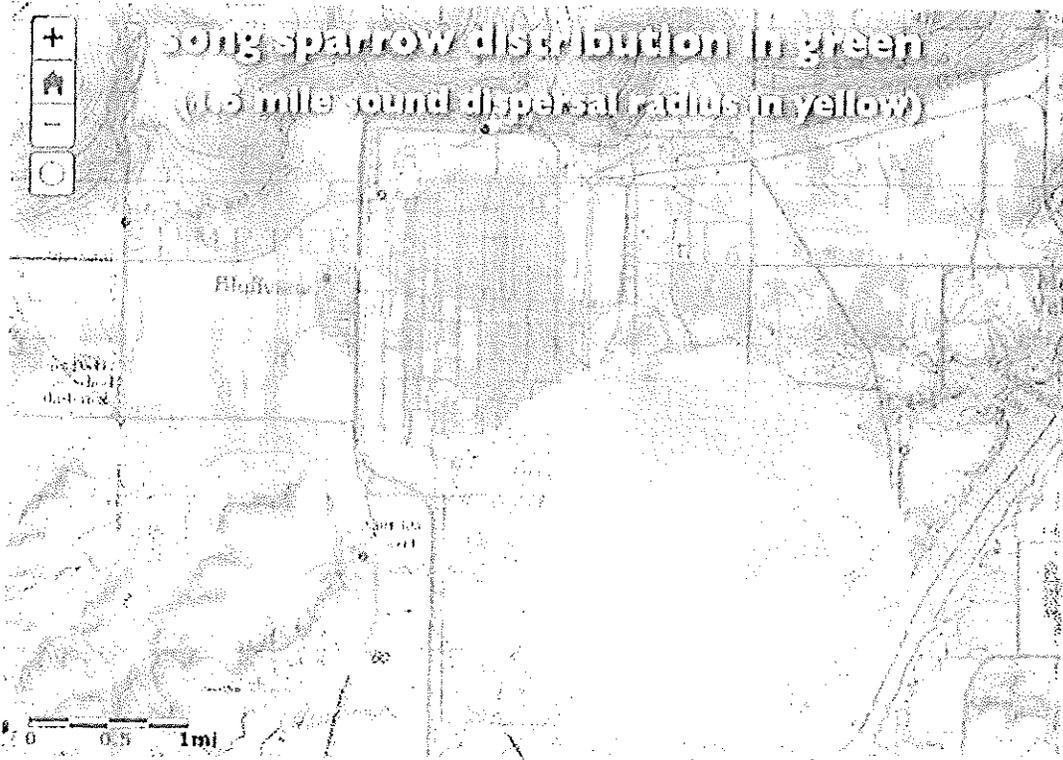
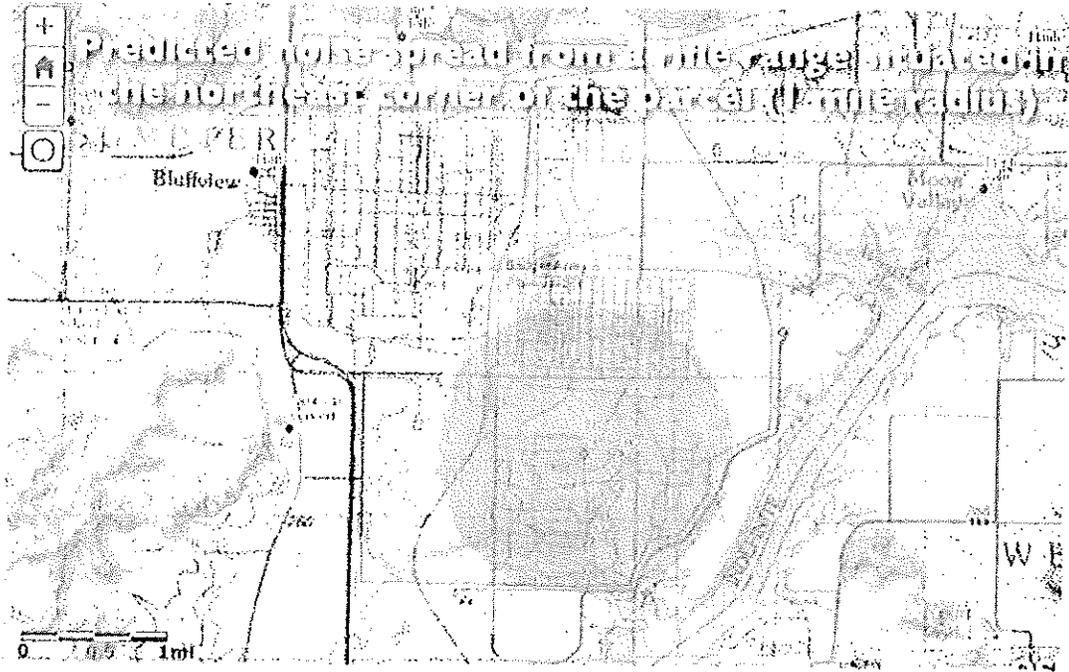
⁴ These are all of the bird species breeding at SCRA, and meet or have met the minimum breeding abundance criteria to be included in the IBA program. Of these, the Upland Sandpiper and Western Meadowlark probably met the criteria within the past decade, but no longer do—however habitat management may bring numbers back to earlier levels. For some forest species, counts have not yet been summarized for 2011-12 (cells are left blank), but totals probably approximate or exceed those of 1998.

Many of the bird species shown (3 out of 4 threatened species and 18 out of 21 species of high conservation priority) have either increased breeding populations or have held their own. It is quite possible that the current absence of upland sandpipers and decrease in eastern meadowlarks may be due to noise and vibration incurred over the last 15 years during clean-up and remediation, as sandpipers are known to be particularly sensitive to sonic disturbance (Association of Zoos and Aquariums, 2014), and eastern meadowlarks have shown similar sensitivity to traffic noise (US Federal Highway Administration, 2011). Red-headed woodpecker populations have been decreasing across the United States since the 1930s (Santiago, 2004); their decline is beyond the purview of this study.

Given the preponderance of evidence from recent studies of adverse impacts from anthropogenic noise on breeding populations of related species of vireos, warblers, sparrows, and grosbeaks; given that these impacts can be triggered by increases of SPLs barely perceptible to the human ear; given that noise from rifle ranges are *very* perceptible to the human ear, even at distances of up to 2 miles; and given that rifle ranges are traditionally highly trafficked sites in Wisconsin, it is my opinion that any such rifle range would negatively impact any re-establishment of breeding upland sandpipers, and have negative impacts on meadowlarks, vireos, warblers, sparrows, and grosbeaks. Some of these species may adapt their behaviors to compensate for a noisy environment and subsequent auditory masking; some birds may even improve nesting success eventually due to noise having negative impacts on some predator species. What is certain is that there will be considerable disruption to the avian communities that have grown at the SPRA if a rifle range is located on the property. A conservative estimate of the extent of that disruption is given in the two graphics that follow this section. I will be conducting further SPL measurements this June to ascertain the spread of range noise during warmer weather and will update this report accordingly.

“The costs of noise must be understood in relation to other anthropogenic forces, to ensure effective mitigation and efficient realization of environmental goals. Noise pollution exacerbates the problems posed by habitat fragmentation and wildlife responses to human presence; therefore, highly fragmented or heavily visited locations are priority candidates for noise management.”⁵ It is my opinion that the available science on acoustic impacts on birds indicates that any rifle range at SPRA would very likely reverse and fracture the current recovering grassland bird breeding assemblage.

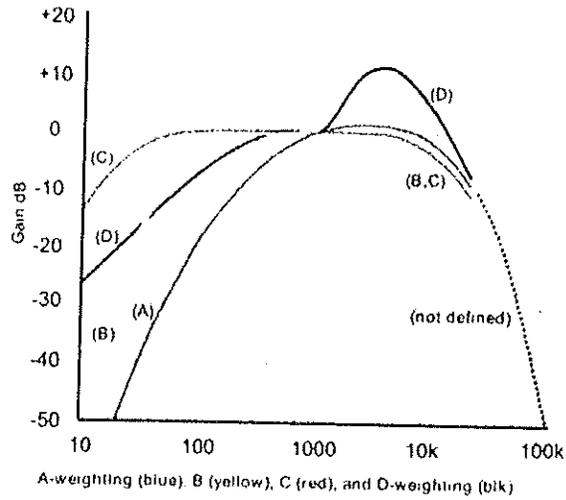
⁵ Barber, J.R., Crooks, K.R., and Fristrup, K. “The costs of chronic noise exposure for terrestrial organisms.”



As noted, follow up recordings are planned for June of 2014, to assess sound dispersal during warm weather conditions.

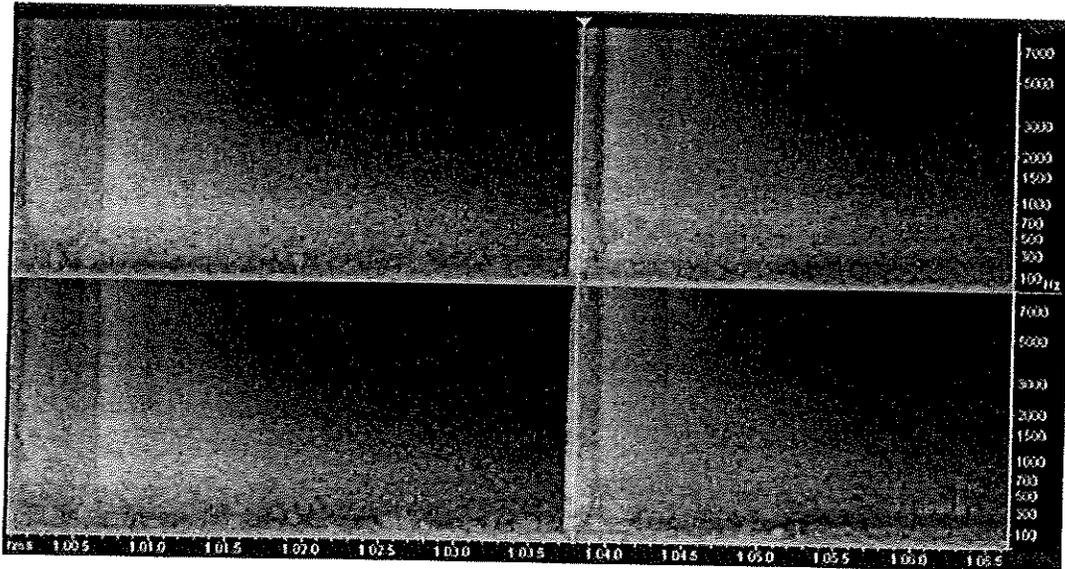
Supplementary Information

1) Frequency ranges of different decibel weighting calibrations

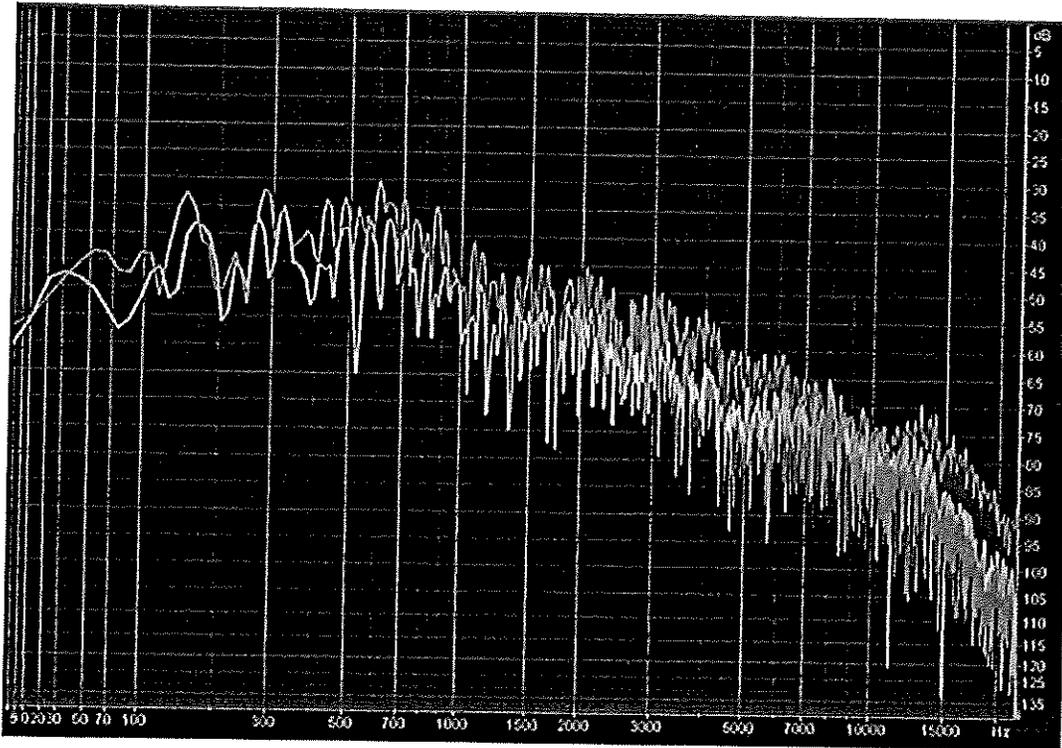


2) Gun shots recorded at McMiller Range February 9, 2014. Note duration of sound in spectrogram (a) in the lower frequencies and the intensity of sound pressure levels in the lower frequencies of the gun shot in a spectrum analysis (b), sampled at the yellow line in the spectrogram.

(a)



(b)



Sources

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