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Document Number

## CONSERVATION EASEMENT

Document Title

GRANT COUNTY, WI  
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Recording Area

Mississippi Valley Conservancy Inc.  
P.O. Box 2611  
La Crosse, WI 54601 4302 PA

Name &amp; Return Address

Parcel Identification Numbers:  
40-872-000, 40-873-000, 40-878-000, 44-19-  
000, 44-20-000, 44-23-000, 44-24-000, 44-  
25-000, 44-26-000, 44-28-000, 44-29-000  
This is not a homestead property

This CONSERVATION EASEMENT is granted this 6 day of March, 2009 by Oster Partners LP (hereinafter the "Landowner"), to the Grantee, the Mississippi Valley Conservancy Inc., a Wisconsin non-profit corporation, (hereinafter the "Conservancy").

**RECITALS:**

**A. PROPERTY.** The Landowner is the sole owner of approximately 252 acres of real property in Grant County, Wisconsin (hereinafter the "Property"), which is legally described in Exhibit A and depicted on a map shown in Exhibit B (hereinafter the "Property Map"). If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail. Both exhibits are attached to this Easement and incorporated by this reference.

Portions of the Property have been designated as "Zones" to establish certain uses and management conditions within those areas. An "Agricultural Zone," and a "Forest Zone," are delineated on the Property Map and are more fully documented in a Baseline Property Report

**B. CONSERVATION VALUES.** The Property, in its present state, has significant natural, ecological, habitat, agricultural, forestry, open space, and scenic values of importance to the Landowner, Conservancy, and people of Wisconsin. Parts of the property are valued as "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder. The above general values and attributes and the more specific characteristics of the Property described below shall be known collectively as the "Conservation Values" of the Property.

**Natural, Habitat & Forestry Values** - The Property consists primarily of rolling farmland with some stands of hardwood forests and old fields remaining. The following recognized natural communities exist on the property: southern dry-mesic forest (20 acres); and surrogate grasslands (5 acres). Forested areas on the property include a diverse mix of native species, trees of many age classes and structural diversity, a multi-story canopy, and standing dead trees and downed logs. The forest on ridgetops and south or west-facing slopes was likely prairie or oak savanna historically and therefore, could be restored. The surrogate grasslands are a combination of former pastures and hayfields currently maintained with grazing or mowing. They contain a mixture of native and non-native forbs and grasses, as well as some shrubs and trees in certain areas. These diverse communities support a full array of wildlife species typical of the habitat types. In addition, the Property serves as an important buffer area around a sensitive native prairie remnant consisting of 138 acres of dry, dry-mesic, and mesic prairie, known locally as "Borah Creek Prairie" (see Exhibit B).

**Scenic & Agricultural Values** - The open rolling hills and fields of the Property are quite scenic from without and from within. Scenic views of the land are visible from Mt. Ridge Road and from adjoining or nearby properties. The agricultural fields and pastures (Agricultural Zone) on the Property are also a significant part of the Conservation Values. They contain rich soils that provide productive cropland, good pasture, and important wildlife habitat. Soils on the Property include: Tama silt loam (prime and statewide importance); Dodgeville silt loam, deep (prime and statewide importance); and Arenzville silt loam (prime); and other locally important soils. A complete soil type map can be found in the Baseline Property Report.

W 1/2-SW-2-5-3  
S 1/2-NW-2-5-3  
SW-NE-2-5-3  
S 1/2-SW-35-6-3  
SW-SE-35-6-3  
N 1/2-NW-2-5-3  
NW-NE-2-5-3

The economic health of Wisconsin is closely linked to its agricultural and natural lands which not only produce food products, fuel, timber, and other products, but also provide much of Wisconsin's scenic beauty, upon which the state's tourist and recreation industries depend.

**C. BASELINE DOCUMENTATION.** The condition of the Property is further documented in an inventory of relevant features, characteristics and Conservation Values (the "Baseline Report"), which is on file at the office of the Conservancy and incorporated by this reference. This Baseline Report consists of reports, maps, photographs, and other documentation that both parties agree provides an accurate representation of the condition of the Property at the time of conveyance of this Easement and which is intended to serve as an objective, but not exclusive, information baseline for monitoring compliance with the terms of this Easement.

**D. PUBLIC POLICIES.** Preservation of the Conservation Values of the Property will serve the following public policies:

The common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, which provides for the creation and conveyance of conservation easements to protect the natural, scenic and open space values of real property; assure its availability for agriculture, forestry, recreation or open space uses; protect natural resources; maintain or enhance air and water quality; and preserve archaeological sites.

Section 23.09 (20m) of the Wisconsin Statutes, which allows the Department of Natural Resources to award grants to eligible sponsors to acquire conservation easements on land. The Wisconsin Department of Natural Resources may identify protection of the Conservation Values of the Property as a priority for funding under this grant program.

**E. QUALIFIED ORGANIZATION.** The Conservancy is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes and is also a qualified organization within the meaning of Section 170(h) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.

**F. CONSERVATION INTENT.** The Landowner and Conservancy share the common purpose of preserving the Conservation Values of the Property in perpetuity. The Landowner intends to place restrictions on the use of the Property to protect those Conservation Values. The Landowner further intends to convey to the Conservancy, and the Conservancy agrees to accept, the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Property for the benefit of this generation and generations to come.

#### **GRANT OF CONSERVATION EASEMENT:**

In consideration of the facts recited above, the mutual covenants contained in this Easement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the State of Wisconsin and in particular Wisconsin Statute Section 700.40, the Landowner hereby voluntarily grants and conveys to the Conservancy a Conservation Easement in perpetuity over, in and to the Property (herein the "Easement"). This Easement consists of the following terms, rights and restrictions:

**1. PURPOSE.** The Purpose of this Easement is to conserve the Property in perpetuity in its predominantly natural, scenic, forested, agricultural, and open space condition, and to prevent any use of the Property that will adversely impact or interfere with its Conservation Values. The Landowner intends that this Easement will confine the use of the Property to activities that are consistent with the Purpose of this Easement.

Stewardship practices that maintain the above listed natural communities in accordance with approved management or stewardship plans are consistent with the purpose of this Easement. Agricultural practices that do not cause

habitat degradation to adjacent lands, water pollution, or soil erosion, and which maintain soil quality are consistent with the purpose of this Easement.

**2. RESTRICTIONS, PROHIBITED USES, AND CERTAIN RESERVED RIGHTS OF THE LANDOWNER.** Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following provisions identify activities and uses that are expressly prohibited and some rights that are expressly reserved to the Landowner:

**2.1. Animals.** The Property may not be used as a game farm, shooting preserve, fur farm or deer farm, licensed under Chapter 169 of the Wisconsin Statutes, as that Chapter may be amended from time to time. The Landowner and their guests may hunt, fish, and trap game and nuisance species thereon as allowed under state law.

Agricultural operations: There shall be no livestock allowed on Property outside of the Agricultural and Residential Zones, except for the following: draft animals may be utilized throughout the forest land for timber removal or other approved management activities, and Landowners may ride horses kept on the Property for personal use on anywhere on the Property, but only to the extent that these activities do not damage the Conservation Values of the Property.

Livestock operations shall be conducted in accordance with generally accepted modern conservation practices and sound animal husbandry principles. There shall be no animal lots permitted on the Property outside of the Agricultural or Residential Zones. Animal lots and confinement buildings on the Property shall contain no more than a total of 100 large livestock (such as cattle, horses, or swine), and no more than 300 animal units in total.

For purposes of this Easement, an animal lot means a feedlot, barnyard or other outdoor facility where livestock are concentrated for feeding or other purposes. For the purposes of this Easement, livestock means farm animals that are kept for human use or raised for sale or profit, including, but not limited to, bovine animals, sheep, goats, swine, poultry, llamas, ostriches, emus, and equine animals. Livestock shall not include small domestic pets, such as dogs and cats that are customarily permitted by local ordinance.

**2.2. Buildings, Structures, and Other Improvements.** The placement, installation or construction of any temporary or permanent buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, signs and billboards, utility corridors, waste disposal systems, towers, and trails, except as provided for below. The Landowner has the obligation to comply with current state erosion control and storm water regulations pertaining to the placement, installation, construction and maintenance of buildings, structures and other improvements on the Property.

**a. Buildings and Improvements.** Landowner reserves the right to construct and utilize one single-family residence and accessory buildings, within a 2-acre "Residential Zone" adjacent to Mt. Ridge Road (see Property Map, Exhibit B). Buildings and improvements within this zone may be repaired, replaced, renovated, added to, or expanded as needed, as long as the total footprint of all buildings does not exceed 15,000 square feet in area, and their uses are residential or agricultural in nature. The location of this allowed "Residential Zone" shall be chosen and marked a-field by the Landowner, and the Conservancy shall then map and photograph the Zone and incorporate this information into the Baseline Property Report.

Within the Agricultural Zone, additional storage buildings, bins, or silos may be constructed as needed, so long as the total footprint of these structures upon the land does not exceed 10,000 square feet.

For all buildings on the Property, building height will be limited to no more than two (2) stories, in addition to the basement level, except for silos or windmills which may be higher as long as they are used predominately for residential or agricultural purposes. The Landowner shall notify the Conservancy as per Section 5.1 prior to the construction of any new buildings/structures or expansion of existing buildings/structures on the Property.

**b. Signs.** Signs not exceeding 10 (ten) square feet may be placed on the Property for the following purposes only: to state the name and address of the Property and Landowner; advertise the sale or lease of the Property; commemorate or explain the history or protection of the Property; prohibit trespass or regulate uses; interpret natural features of the Property; mark the boundaries or provide directions; advertise the sale of goods or services produced on the Property; or to display temporary political signs.

**c. Trails.** The landowner may maintain existing unpaved trails, logging roads, or field roads for fire breaks, walking, cross-country skiing, hunting, and other non-motorized recreational activities on or across the Property subject to sections 2.5 and 2.8. Additional foot-trails up to 6 (six) feet in width may be established and maintained on the Property with written approval by the Conservancy, provided that they do not adversely impact the Conservation Values of Property and are located and constructed to prevent erosion, avoid habitat fragmentation, and protect sensitive areas and water quality. All trails shall have a pervious surface of natural materials from on-site (grass, vegetation, leaves, bark, wood chips, or soil).

**d. Roads.** No new roads may be constructed or established on the Property, except as specified below. A new driveway may be constructed within the Residential Zone to serve the allowed residence. Existing roads, shown on the Property Map (Exhibit B), may be maintained as they are, but not widened.

**e. Fences.** Existing fences may be repaired, replaced, improved, or removed. Additional fencing may be constructed to mark boundaries and secure the Property, confine livestock or establish rotational grazing systems within the Agricultural Zone, or as needed to carry out activities permitted in this Easement.

**f. Utility Systems.** Existing utilities that serve the current Neuroth residence, garage, barn, or other accessory buildings, may be maintained, repaired, or replaced, as needed. New utilities shall be allowed as needed to serve the allowed future residence and accessory buildings within the Residential Zone and any additional storage buildings or structures within the Agricultural Zone, pursuant to Section 2.2.a. The above utility systems are allowable only for residential and agricultural uses.

**2.3. Commercial and Industrial Uses.** Use of the Property for commercial or industrial purposes is prohibited except that commercial agricultural operations may be conducted within the Agricultural Zone pursuant to Paragraph 2.10 of this Easement, and commercial timber harvest may occur, as specifically authorized by an approved Forest Management Plan pursuant to section 2.7.h. Home occupations may be conducted within allowed buildings and structures on the Property, provided the occupation is conducted primarily by one who resides there, and such uses are consistent with the Purpose of this Easement.

**2.4. Dumping.** There shall be no dumping or storage on or under the Property of any trash, garbage, construction materials, sewage, or hazardous materials, discarded or salvageable materials such as junk cars, farm equipment, appliances, or other unnatural material. There shall also be no dumping or stockpiling of soil, sawdust, gravel, rock, or sand. This is not intended to prohibit composting excess brush, wood, or other plant material generated on the property by activities permitted in this Easement, provided that composting shall not be located within one-hundred (100) feet of the ordinary high water mark of any water body and that it does not violate the intent of the Easement or adversely affect the Conservation Values. The spreading of manure in agricultural fields shall be permitted according to modern conservation practices and pursuant to Section 2.10, in order to maintain soil nutrients and productivity.

**2.5. Mining and Surface Alteration.** There shall be no mining, drilling, exploring for, excavation, or removal of any minerals, soil, peat, gravel, rock or any other materials on or from the Property nor any alteration of the surface of the Property, including, without limitation, ditching, draining, diking, tiling, filling, or leveling except in conjunction with activities otherwise specifically authorized in this Easement, an approved Forest Management Plan pursuant to Paragraph 2.7.h, or as part of approved agricultural activities pursuant to section 2.10 of this Easement

**2.6. Subdivision, Extinguishment of Development Rights, and Density.**

- a. The Property shall not be subdivided more than twice into three (3) parcels, whether through legal or *de facto* subdivision, including division through the creation of condominiums, site leases or other means, except as follows. The Landowner may sell any part of the Property to the Conservancy or its partners, for the purpose of restoring and permanently preserving the land. The intent of this Paragraph is to require, that to the greatest extent possible, the Property remain as undivided, large tracts, at most three (3) in number, and managed primarily for the conservation purpose of this Easement.
- b. All rights to develop or use the Property that are prohibited by or inconsistent with this Easement are extinguished, and cannot be used to transfer development rights to other land owned by the Landowner or any other party, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits on land not subject to this Easement.

**2.7. Vegetation.** There shall be no planting, removal, destruction, cutting, trimming, or mowing of any trees or vegetation outside of the Agricultural or Residential Zones on the Property, except as follows:

- a. To control disease or pests on an emergency basis where human health or the Conservation Values of the Property are threatened.
- b. To establish and maintain existing or authorized roads, trails, fences, or other improvements permitted in this Easement pursuant to Paragraph 2.2, provided that any adjacent disturbed area is promptly restored to its condition prior to the disturbance.
- c. To plant native trees or plants according to restoration or enhancement plans approved of in writing by the Conservancy.
- d. To harvest berries, nuts, mushrooms, or roots for the landowner's personal use.
- e. To remove non-native or invasive vegetation that has overgrown areas that were historically prairie or oak savanna.
- f. To selectively cut trees for safety reasons, to prevent property damage, or to remove dead-standing, damaged, diseased, or fallen trees for personal use.
- g. Use of chemical herbicides, pesticides, fungicides and other toxic agents is not allowed on the Property outside of the Agricultural or Residential Zone except as follows: (i) to comply with noxious weed control laws, (ii) to control pests on an emergency basis when such control is necessary to protect public health or native natural communities, (iii) to control recognized invasive or non native plant species, (iv) as specifically authorized in a Forest or Habitat Management Plan pursuant to Paragraph 2.7. h. of this Easement There shall be no application of synthetic chemicals within one-hundred (100) feet of the ordinary high water mark of any lake, stream, wetland or other water body unless such chemicals are specifically developed and approved for over and near water applications.
- h. To implement a Forest Management Plan that is constrained by the following. Timber may be selectively and sustainably harvested according to a plan prepared by a WI-DNR forester or a similarly qualified professional forester and with prior notification provided to the Conservancy. Timber harvests must be planned and conducted in a manner that does not adversely affect the health and diversity of the forest. Commercial timber harvests with heavy equipment will only be allowed in the winter, (December through March), when at least 3 inches of frost is in the ground, to prevent the spread of disease and disturbance to the soil. Harvests are limited to fully mature trees unless invasive or undesirable species need to be cut for the health of the forest, as outlined in the plan. No harvesting of timber or other disturbance of the forest shall be permitted within 100 feet of the ordinary high water mark of any lake, stream, or wetland; nor is passage allowed through such an area upon this Protected Property in conjunction with any timber harvest. Wisconsin Forestry Best Management Practices shall be employed to minimize soil erosion on all roads and trails utilized. All equipment and machines used to repair logging roads or harvest timber must be thoroughly cleaned of all soil, vegetation, and seeds before entering the Property to prevent the spread of invasive species. Existing logging roads may be

utilized and maintained to their original width but not widened. Construction of new logging roads is not permitted.

**2.8 Vehicles.** There shall be no operation of motorized vehicles on the Property outside of the Agricultural and Residential Zones, including, but not limited to, snowmobiles, motorcycles, all-terrain vehicles, cars, trucks, skidders, tractors, aircraft, or other types of motorized vehicles, except as follows: (i) for emergency circumstances, (ii) by persons with disabilities as a mode of travel on approved roads or trails, (iii) for hunting activities along approved roads or trails, or (iv) for any other activities specifically authorized in this Easement, in a Forest Management Plan pursuant to section 2.7.h, or for approved agricultural practices pursuant to section 2.10 of this Easement. When utilized, vehicles must be operated without significantly damaging soils, streambeds, or native vegetation. It is understood that field roads, lanes, trails, or other normally traveled routes will be utilized for vehicle access whenever possible. The intent of the above restrictions is to prohibit the over-use of motorized vehicles on the Property for purely "recreational" purposes, as this may cause damage or disturbance to the land, vegetation, wildlife, or other valued resources.

**2.9 Water.** There shall be no manipulation or alteration of any creeks, streams, intermittent streams, drainage ways, rivers, ponds, lakes, surface or subsurface springs, wetlands, or other bodies of water or the shorelines thereof, or any uses of the Property detrimental to water quality, except as specifically authorized in this Easement, in an approved Forest Management Plan pursuant to section 2.7, or for approved agricultural practices pursuant to section 2.10 of this Easement. Any activities near or involving waterways shall comply with "Best Management Practices for Water Quality" as published and modified by the DNR or its successor publication. No agricultural use or activities shall be allowed on the Property within 67 feet of any stream or water body.

**2.10 Agriculture.** Lands within the Agricultural Zone may be used for agricultural purposes according to modern conservation practices that (1) prevent soil erosion, water pollution, and depletion of soil nutrients; (2) maintain long-term soil quality and productivity; and (3) protect adjacent native plants and wildlife.

In addition to the above guidelines, agriculture operations shall be conducted in accordance with a Conservation Plan prepared by the Grant County Natural Resource Conservation Service or by an agricultural professional with similar qualifications. The plan shall adequately address soil and water conservation, pest management, nutrient management, habitat protection, and be consistent with the current Best Management Practices according to Ch. ATCP 50, Wis. Adm. Code, and the *Field Office Technical Guide* or its successor publication, which is published by the U.S. Department of Agriculture's Natural Resource Conservation Service.

The application of agricultural chemicals within the Agricultural Zone shall be permitted as needed to ensure good soil productivity and crop yields, so long as chemical applications are conducted according to the above referenced Best Management Practices, the current Conservation Plan, and all chemical label application instructions. Standard, accepted, and reasonable efforts shall be taken to avoid chemical overspray, drift, or run-off onto adjacent lands outside of the Agricultural Zone.

**3. ADDITIONAL RESERVED RIGHTS OF THE LANDOWNER.** In addition to rights reserved by the Landowner pursuant to Paragraph 2 above, the Landowner retains all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in a manner that is not expressly restricted or prohibited by the Easement or inconsistent with the Purpose of the Easement. The Landowner may not, however, exercise these rights in a manner that would adversely impact the Conservation Values of the Property. The Landowner expressly reserves the following rights:

**3.1.** The right to sell, give, bequeath, mortgage, lease or otherwise convey the Property, provided that:

**a.** Such encumbrance or conveyance is subject to the terms of this Easement.

**b.** The Landowner incorporates the terms of this Easement by reference in any subsequent deed or other legal instrument by which the Landowner transfers any interest in all or part of the Property.

c. The Landowner notifies the Conservancy of any conveyance in writing within fifteen (15) days after the conveyance, and provides the Conservancy with the name and address of the recipient of the conveyance and a copy of the legal instrument transferring rights.

d. Failure of the Landowner to perform any act required in subparagraphs 3.1 b. and 3.1 c. shall not impair the validity of this Easement or limit its enforceability in any way.

**4. CONSERVANCY'S RIGHTS AND REMEDIES.** In order to accomplish the Purpose of this Easement, the Conservancy shall have the following rights and remedies:

**4.1. Preserve Conservation Values.** The Conservancy has the right to preserve and protect the Conservation Values of the Property.

**4.2. Prevent Inconsistent Uses.** The Conservancy has the right to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement, and to require the restoration of areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth below.

**4.3. Enter the Property.** The Conservancy has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement; obtain evidence for use in seeking judicial or other enforcement of this Easement; survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of the Easement; and otherwise exercise its rights under this Easement. The Conservancy shall provide prior notice to the Landowner before entering the Property, except in cases where there is an emergency or the Conservancy determines immediate entry is necessary to prevent, terminate, or mitigate a violation of the Easement.

**4.4. Remedy Violations.** The Conservancy shall have the right to enforce the terms of this Easement and prevent or remedy violations through appropriate legal proceedings.

a. **Notice of Violation and Corrective Action.** If the Conservancy determines that a violation of the terms of this Easement has occurred or is threatened, the Conservancy may initiate judicial action after the Landowner has been given written notice of the violation or threatened violation, and at least thirty (30) days to correct the violation. This provision shall not apply if, in the discretion of the Conservancy, immediate judicial action is necessary to prevent or mitigate significant damage to the Property or if good faith efforts to notify the Landowner are unsuccessful.

b. **Remedies.** Remedies available to the Conservancy in enforcing this Easement include temporary or permanent injunctive relief for any violation or threatened violation of the Easement, the right to require restoration of the Property to its prior condition in accordance with a plan approved by the Conservancy, specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement or injury to any of the Conservation Values of the Property. The restoration requirement shall not be construed to terminate any rights reserved by the Landowner under this Easement or to release the Landowner from any additional restoration obligations that may be required under the Easement. Without limiting the Landowner's liability, the Conservancy, in its discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

These remedies are cumulative and are available without requiring the Conservancy to prove an adverse impact to the Conservation Values protected by the Easement. The Landowner and Conservancy also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement. The Conservancy is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

c. **Non-Waiver.** The Conservancy does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this Easement by any delay or prior failure of the Conservancy to discover a violation or initiate enforcement proceedings.

d. **Costs of Enforcement.** The Landowner shall be responsible for all costs incurred by the Conservancy in enforcing the terms of this Easement, including, without limitation, costs and expenses of suit, reasonable attorneys' fees, and costs of restoration necessitated by violations of the terms of this Easement. If, however, the Landowner ultimately prevails in a judicial enforcement action, each party shall be responsible for its own costs.

e. **Waiver of Certain Defenses.** The Landowner hereby waives any defense of laches (such as a failure by the Conservancy to enforce any term of the Easement) or estoppel (such as a contradictory statement or action on the part of the Conservancy).

f. **Acts Beyond the Landowner's Control.** The Conservancy may not bring any action against the Landowner for any injury to or change in the Property resulting from causes beyond the Landowner's control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement, natural deterioration, or prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes, provided that the Landowner notifies the Conservancy of any occurrence that has adversely effected or interfered with the Purpose of the Easement pursuant to Paragraph 5.3.

g. **Right to Report.** In addition to other remedies, the Conservancy has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

4.5 **Monitoring and Management.** The Conservancy shall have the right, but not the obligation to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Property, and to manage them, if necessary, to ensure their continued presence and viability on the Property. The Conservancy shall also have the right, but not the obligation, to monitor the presence of invasive species populations on the Property, and if necessary, to control or eradicate them from the Property. Such activities shall be in accordance with current best management practices and may include, but shall not be limited to, mowing, pulling, cutting, fencing, trapping as allowed under state law, prescribed burning, and chemical treatment.

4.6 **Signs.** The Conservancy shall have the right, after consultation with the Landowner, to install and maintain up to 2 (two) small signs posted on the Property at mutually agreed upon sites, each no larger than 9 X 12 inches, to state that the property is permanently protected by the Conservancy with a grant from the Knowles-Nelson Stewardship Program.

## 5. NOTICE AND APPROVAL.

5.1 **Notice of Landowner's Intention to Undertake Reserved Rights.** In cases where the Landowner is specifically required in this Easement to notify the Conservancy before undertaking certain reserved rights, the Landowner shall notify the Conservancy at least thirty (30) days prior to the date the Landowner intends to begin the activity, unless another time period is specified in the Easement. The Notice shall comply with Paragraph 5.4 of this Easement.

The purpose of notification is to give the Conservancy an opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is consistent with the Purpose of the Easement.

5.2 **Request for Approval.** When the Landowner is required by the Easement to obtain the Conservancy's written approval prior to undertaking an action, the Landowner shall submit a written request for approval to the Conservancy at least thirty (30) days before the date the Landowner wishes to undertake the activity. The Request shall comply with paragraph 5.4 of this Easement. No action requiring approval under this Easement is allowed unless the Landowner receives written notice of the approval from the Conservancy. The Conservancy may withhold its approval if it does not receive sufficient information to make a decision or if it determines that the proposed action is not consistent with the Purpose or terms of the Easement. The Conservancy may condition its approval on the Landowner's acceptance of modifications, which would, in the Conservancy's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns. The Conservancy shall provide an opinion, a request for further information, or necessary modifications on the proposed action to the Landowner in



writing within thirty (30) days of receipt of request. Pursuant to Paragraph 8.2 of this Easement, the Wisconsin Department of Natural Resources (hereinafter "DNR") may also need to approve certain actions.

**5.3 Notice of Change in the Property Beyond Landowner's Control.** Whenever notice is required pursuant to paragraph 4.4(f) of this Easement, the Landowner shall provide oral notice to the Conservancy within five (5) days and written notice with thirty (30) days after the occurrence, or after the Landowner becomes aware of the occurrence, whichever is later.

**5.4 Content of the Notice or Request for Approval.** The notice or request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the activity in sufficient detail to permit the Conservancy to make an informed judgment as to its consistency with the Purpose of this Easement.

**5.5 Delivery.** Any required notice or request for approval shall be in writing and must be delivered personally or sent by first class mail, postage prepaid, or by another nationally recognized delivery service to the appropriate party. Notice to Landowner shall be sufficient if sent to the name and address shown on the current real estate tax records. Notice to the Conservancy shall be addressed to the Mississippi Valley Conservancy, Inc., P.O. Box 2611, La Crosse, WI 54601, or such address as may be hereafter specified in writing.

**5.6 Time Period for Action.** Following approval of a proposed action pursuant to paragraph 5.2 above, the Landowner shall use their best efforts to complete the action as soon as possible or practicable. In no event should the Landowner exceed the period authorized in the written approval, or two years from the date of approval if no date is specified, to complete an approved activity. If the activity is not completed within that time period, the Landowner must receive written approval from the Conservancy to proceed or re-submit the request for review and approval, according to the procedures described in this Easement.

**6. PUBLIC ACCESS.** Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right existed immediately prior to the execution of this Easement.

## **7. GENERAL PROVISIONS.**

**7.1. Amendment.** The Landowner and Conservancy may jointly amend this Easement in a written instrument executed by both parties and recorded in the Office of the Register of Deeds for the county in which the Property is located provided that no amendment shall be allowed if, in the judgment of the Conservancy, it (i) diminishes the Conservation Values of the Property (ii) is inconsistent with the Purpose of the Easement (iii) affects the perpetual duration of the Easement, (iv) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes, or (v) affects the status of the Conservancy under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision. Pursuant to Paragraph 8.2, the DNR also needs to approve any amendment to this Easement.

**7.2. Assignment.** The Conservancy may convey, assign, or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (i) "qualified" within the meaning of Section 170(h)(3) of the Internal Revenue Code, and in the regulations promulgated thereunder, or any successor provisions then applicable, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Easement shall be required to carry out its Purpose in perpetuity. The Conservancy agrees to notify the Landowner of any assignment at least thirty (30) days before the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any assignment of this Easement. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any assignment of this Easement.

**7.3. Controlling Law and Liberal Construction.** The laws of the State of Wisconsin shall govern the interpretation and performance of this Easement. Any general rules of construction to the contrary, ambiguities in this Easement shall be construed in a manner that best effectuates the Purpose of the Easement and protection of the Conservation Values of the Property.

**7.4 Counterparts.** The Landowner and Conservancy may execute this Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

**7.5. Entire Agreement.** This instrument sets forth the entire agreement of the Landowner and Conservancy with respect to this Easement, unless additional agreements are entered into for the use of grant funds, and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

**7.6. Extinguishment.** This Easement may be terminated or extinguished, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction. Furthermore, the Easement may be extinguished only under the following circumstances: (i) all or part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, or (ii) the Landowner and Conservancy agree that a subsequent, unexpected change in the condition of or surrounding the Property makes it impossible to accomplish the Purpose of the Easement. Pursuant to Paragraph 8.2, the DNR also needs to approve in writing any extinguishment of this Easement.

**a.** The Landowner agrees that this Easement constitutes a real property right, immediately vested in the Conservancy which has a fair market value that is proportionate to the fair market value of the Property as a whole. This "Proportionate Share" of the Easement is a percentage arrived at by dividing the fair market value of the Easement, by the fair market value of the Property as a whole, at the time of conveyance, and then multiplying the quotient by 100 to arrive at a percentage. The Proportionate Share shall remain constant over time.

**b.** If this Easement is extinguished in whole or in part, then upon the subsequent sale, exchange, or involuntary conversion of the Property, and after the satisfaction of prior claims and reasonable expenses incurred by the Landowner and Conservancy as a result of the Extinguishment, the Conservancy shall be entitled to the Proportionate Share of the proceeds attributable to the Easement. The Conservancy may obtain a lien on the Property for the amount due until such time that it receives its Proportionate Share from the Landowner. The share of the proceeds received by the Conservancy may be further apportioned by the Conservancy to other parties that have provided funds for this Easement in proportion to their contribution.

**c.** The Conservancy will use any proceeds it receives from any sale, exchange, or involuntary conversion in a manner consistent with the conservation purposes of this Easement.

**7.7. Joint Obligation.** The obligations imposed by this Easement upon the Landowner shall be joint and several.

**7.8. Ownership Responsibilities, Costs, and Liabilities.** The Landowner retains all responsibilities and shall bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

**a.** Operation, upkeep and maintenance. The Landowner is responsible for the operation, upkeep and maintenance of the Property.

**b.** Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Conservancy to exercise physical or managerial control over the day-to-day operations of the Property, to become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances, or otherwise to become an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

**c.** Permits. The Landowner remains solely responsible for obtaining applicable government permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements.

If requested by the Conservancy, the Landowner agrees to apply or co-apply with the Conservancy for any permits, approvals, licenses, or funding deemed necessary or desirable by the Conservancy for implementing rights granted to the Conservancy in the Easement. This shall not be construed as committing the Landowner to paying any portion of the cost of an activity undertaken by the Conservancy, or assuming any liability with respect to the permit, approval, license or funding, unless approved in a separate agreement.

**d. Hold Harmless.** The Landowner releases and agrees to hold harmless, indemnify, and defend the Conservancy and its members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, judgments or administrative actions, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, by any person other than the Indemnified Parties, in any way affecting, involving or related to the Property; (3) the presence or release in, on, from, or about the Property, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

**e. Taxes.** Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes") including any taxes imposed upon or incurred as a result of this Easement, and shall furnish the Conservancy with satisfactory evidence of payment upon request.

**7.9. Recording.** The Conservancy shall record this Easement in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights under this Easement.

**7.10. Severability.** If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.

**7.11. Successors.** This Easement is binding upon, and inures to the benefit of, the Landowner and Conservancy and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

**7.12. Termination of Rights and Obligations.** The Landowner's and Conservancy's rights and obligations under this Easement terminate upon transfer of the party's interests in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

**7.13. Terms.** The terms "Landowner" and "Conservancy," wherever used in this Easement, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner's and Conservancy's respective personal representatives, heirs, successors, and assigns.

**7.14. Warranties and Representations.** The Landowner warrants and represents that:

**a.** The Landowner is the sole owner of the Property in fee simple and has the right and ability to grant and convey this Easement to the Conservancy;

**b.** As of the date of this Easement, there are no liens or mortgages outstanding against the Property, except any that are subordinated to the Conservancy's rights under this Easement;

c. The Landowner and Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

d. There is no pending or threatened civil or criminal proceedings or investigation in any way affecting, involving, or relating to the Property, nor do there exist any facts or circumstances that the Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders; and

e. After reasonable investigation and to the best of the Landowner's knowledge, there has been no contamination on or from the Property by any substance classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, soil, surface, or ground water, or in any way harmful or threatening to human health or the environment; nor are there any underground storage tanks located on the Property, except those that are in compliance with all applicable laws and regulations.

**8. ACKNOWLEDGMENT OF THE EASEMENT HOLDER'S ASSIGNMENT OF RIGHTS TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES.** The Landowner acknowledges that the Easement Holder may offer this donated easement as match for grant funds under the State of Wisconsin Knowles-Nelson Stewardship Program (Section 23.0917 of the Wisconsin Statutes). In that event, the DNR shall obtain certain rights and interests with respect to this Conservation Easement and the Property. These rights and interests shall be established upon the execution and recording of a Grant Contract or Grant Agreement (hereinafter "Grant Contract") between the DNR and the Easement Holder. The Easement Holder shall notify the Landowner if a Grant Contract is executed; however, failure of the Easement Holder to notify the Landowner shall not impair the validity of the DNR's rights and interests under the Grant Contract. The Landowner consents to the Easement Holder's assignment of rights and interests to the DNR through such a Grant Contract, including, without limitation, the following:

**8.1.** The DNR has the right to enter and inspect the Property to determine if the Easement Holder is complying with the terms of the Grant Contract, and to exercise any other rights described in this Section of the Conservation Easement, in the same manner as described in paragraph 4.3 and upon prior notice to the Easement Holder.

**8.2.** The Easement Holder must obtain the prior written approval of the DNR before approving a proposed amendment, assignment or extinguishment of the Easement (in whole or in part). Actions that are subject to prior approval of the Easement Holder in Paragraph 2.7, as well as Paragraph 4.5, must also be approved in writing by DNR.

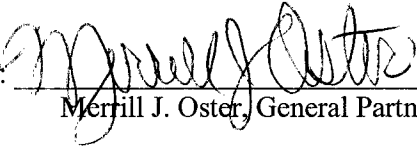
**8.3.** If the Easement is extinguished in the future, a share of the Easement Holder's proceeds shall be apportioned to the DNR. That share shall be set forth in the Grant Contract.

**8.4.** The DNR has the right to collect cash payments from the Easement Holder or to assume the Easement Holder's entire legal interest in this Easement, without the necessity of entry or legal judgment, if the Easement Holder violates an essential provision of the Grant Contract, and fails to correct the violation as called for in the Grant Contract. The DNR will notify the Landowner if the DNR becomes the Easement Holder as a result of a grant enforcement action.

TO HAVE AND TO HOLD the above-described Conservation Easement unto the Conservancy, its successors and assigns forever.

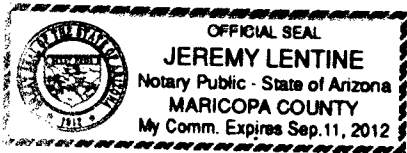
IN WITNESS WHEREOF, Oster Partners LP, has agreed to and executed this Conservation Easement this 6<sup>th</sup> day of March, 2009.

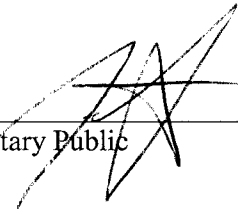
OSTER PARTNERS LP

By:   
Merrill J. Oster, General Partner

STATE OF Arizona )ss  
COUNTY OF Maricopa )

Personally came before me this 6<sup>th</sup> day of March 2009, the above named Merrill J. Oster, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



  
Notary Public

Jeremy Lentine  
Printed name of Notary Public

Notary Public, State of Arizona  
My commission (expires) (is) 07/11/2012

ACCEPTANCE OF CONSERVANCY'S INTEREST

The foregoing Conservation Easement is hereby duly accepted by the Mississippi Valley Conservancy Inc. this 23<sup>rd</sup> day of February, 2009.

MISSISSIPPI VALLEY CONSERVANCY, INC.

By: Paul M. Patros  
Paul M. Patros, Vice-President

STATE OF WISCONSIN )  
  )ss  
COUNTY OF LA CROSSE)

Personally came before me this 23 day of February, 2009 the above named Paul M. Patros, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Timothy Jacobson  
Signature of Notary Public

TIMOTHY JACOBSON  
Printed name of Notary Public

Notary Public, State of Wisconsin  
My commission (~~expires~~) (is) PERMANENT

This instrument was drafted by:  
Maureen L. Kinney  
JOHNS, FLAHERTY & COLLINS, S.C.  
205 Fifth Ave. South, Suite 600  
La Crosse, WI 54601

The West Half (W.1/2) of the Southwest Quarter (S.W. ¼); the South Half (1/2) of the Northwest Quarter (N.W. ¼); and all that part of the Southwest Quarter (S.W. ¼) of the Northeast Quarter (N.E. ¼) lying West of the public highway, all in Section Two (2), Township Five (5) North, Range Three (3) West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

Also including the South Half (S. ½) of the Southwest Quarter (S.W. ¼); and 28 acres off of the West side of the Southwest Quarter (S.W. ¼) of the Southeast Quarter (S.E. ¼) of Section Thirty-five (35), Township Six (6) North, Range Three (3) West.

Also including the North Half (N. ½) of the Northwest Quarter (N.W. ¼); and part of the Northwest Quarter (N.W. ¼) of the Northeast Quarter (N.E. ¼) described as commencing at the Southwest corner of the N.W. ¼ of the N.E. ¼; thence run East 12.85 chains to the centerline of the public highway; thence Northerly along the centerline of said highway to the North line of said forty acre tract; thence West along the North line to the Northwest corner of said forty acre tract; thence South to the place of beginning, all in Section Two (2), Township Five (5) North, Range Three (3) West of the 4<sup>th</sup> P.M., Grant County, Wisconsin.

**EXCEPTING THEREFROM:**

Located in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Two (2), Town Five (5) North, Range Three (3) West of the 4th P.M., North Lancaster Township and in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-five (35), Town Six (6) North, Range Three (3) West of the 4th P.M., Mt. Ida Township, Grant County, Wisconsin, containing 10.00 acres, more or less, and being described as follows:

Commencing at the South Quarter (S 1/4) corner of said Section Thirty-five (35); thence South 89° 20' 29" West 23.96' along the South line of said Section Thirty-five (35) to a No. 6 rebar marking the point of beginning; thence South 89° 20' 29" West 107.87' along said South line to a No. 6 rebar; thence North 00° 39' 31" West 33.41' to a No. 6 rebar; thence North 17° 31' 01" West 134.75' to a No. 6 rebar; thence North 08° 02' 48" East 225.80' to a No. 6 rebar; thence North 88° 08' 55" West 174.67' to a No. 6 rebar; thence North 24° 40' 40" West 84.26' to a No. 6 rebar; thence North 53° 20' 09" West 77.48' to a No. 6 rebar; thence North 85° 30' 28" West 280.99' to a No. 6 rebar; thence South 02° 02' 02" West 163.81' to a No. 6 rebar; thence South 58° 30' 34" East 125.86' to a No. 6 rebar; thence South 08° 06' 32" West 206.43' to a No. 6 rebar; thence South 43° 22' 36" East 142.67' to a No. 6 rebar; thence South 52° 03' 26" East 126.69' to a No. 6 rebar; thence South 85° 45' 23" East 119.52' to a No. 6 rebar; thence South 04° 25' 13" West 278.56' to a No. 6 rebar; thence North 80° 33' 30" West 179.00' to a No. 6 rebar; thence South 11° 01' 57" West 217.94' to a No. 6 rebar; thence North 89° 20' 29" East 517.39' to a No. 6 rebar; thence North 00° 13' 33" East 545.89' to the point of beginning. Tract being subject to any and all easements of record and/or usage, including, but not limited to a 66' wide ingress-egress easement being described as follows:

**EASEMENT DESCRIPTION:**

A Sixty-six foot (66') wide ingress-egress easement being located in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) and the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section Thirty-five (35), Town Six (6) North, Range Three (3) West of the 4th P.M., Mount Ida Township, Grant County, Wisconsin, said easement being located Northerly of and adjacent to the following described line:

Commencing at the South Quarter (S 1/4) corner of said Section; thence South 89° 20' 29" West 155.00' along the South line of said Section to the point of beginning; thence North 89° 20' 29" East 155.00'; thence North 89° 26' 11" East 882.00' along the South line of said Section to a point in the centerline of Mt. Ridge Road, said point being the terminus point.

**ALSO EXCEPTING THEREFROM:**

Located in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4), the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4), the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), and the Southwest Quarter (Continued)

(SW 1/4) of the Southwest Quarter (SW 1/4) of Section Two (2), Town Five (5) North, Range Three (3) West of the 4th P.M., North Lancaster Township, Grant County, Wisconsin, containing 138.00 acres, more or less, and being described as follows:

Commencing at a No. 8 rebar with a Grant County Aluminum Cap marking the Southwest corner of said Section, said corner being the point of beginning; thence North  $00^{\circ} 00' 16''$  West 1428.12' along the West line of said Section to a No. 6 rebar; thence South  $86^{\circ} 29' 03''$  East 509.95' to a No. 6 rebar; thence North  $01^{\circ} 15' 36''$  East 601.30' to a No. 6 rebar; thence South  $87^{\circ} 17' 09''$  East 220.85' to a No. 6 rebar; thence North  $37^{\circ} 42' 28''$  East 59.95' to a No. 6 rebar; thence North  $01^{\circ} 38' 15''$  East 599.68' to a No. 6 rebar; thence South  $87^{\circ} 51' 05''$  East 394.00' to a No. 6 rebar; thence North  $27^{\circ} 00' 27''$  East 491.55' to a No. 6 rebar; thence North  $00^{\circ} 48' 53''$  West 241.58' to a No. 6 rebar; thence North  $31^{\circ} 30' 47''$  West 342.82' to a No. 6 rebar; thence North  $04^{\circ} 07' 59''$  East 90.23' to a No. 6 rebar; thence South  $89^{\circ} 59' 14''$  East 706.81' to a No. 6 rebar; thence North  $01^{\circ} 54' 46''$  East 228.75' to a No. 6 rebar; thence North  $88^{\circ} 45' 31''$  West 34.52' to a No. 6 rebar; thence North  $01^{\circ} 58' 08''$  East 586.57' to a No. 6 rebar; thence North  $16^{\circ} 16' 26''$  West 399.23' to a No. 6 rebar; thence South  $87^{\circ} 54' 19''$  East 349.67' to a No. 6 rebar marking a corner of Tract 1 of a previous survey by Larry Austin dated 10-26-2007; thence South  $11^{\circ} 01' 57''$  West 217.94' along a line of said survey to a No. 6 rebar; thence North  $89^{\circ} 20' 29''$  East 509.38' along a line of said survey to a No. 6 rebar; thence South  $02^{\circ} 05' 24''$  West 758.40' to a No. 6 rebar; thence South  $88^{\circ} 37' 54''$  East 533.05' to a No. 6 rebar; thence South  $04^{\circ} 19' 35''$  East 468.35' to a No. 6 rebar; thence North  $87^{\circ} 52' 54''$  East 394.98' to a point in the centerline of a township road known as Mt. Ridge Road; thence South  $10^{\circ} 23' 23''$  East 166.25' along said centerline; thence 203.74' on the arc of a curve to the left having a radius of 1515.00' and a long chord bearing South  $14^{\circ} 14' 32''$  East 203.59' along said centerline; thence South  $18^{\circ} 05' 42''$  East 171.19' along said centerline; thence 355.17' on the arc of a curve to the right having a radius of 1005.00' and a long chord bearing South  $07^{\circ} 58' 15''$  East 353.32' along said centerline to the East-West Quarter (E-W 1/4) line of said Section Two (2); thence North  $88^{\circ} 39' 56''$  West 2429.66' along said East-West Quarter (E-W 1/4) line to a No. 6 rebar marking the Southwest corner of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) thereof; thence South  $00^{\circ} 06' 39''$  West 2657.48' along the East line of the West Half (W 1/2) of said Southwest Quarter (SW 1/4) to a No. 6 rebar marking the Southeast corner thereof; thence North  $88^{\circ} 21' 03''$  West 1326.53' along the South line of said Section to the point of beginning. Tract being subject to any and all easements of record and/or usage.



# Exhibit B: Oster Partners LP Property Map



- 252-ac Oster Property
- Agricultural Zone
- Forest Zone

### Legend

- 10-ac Neuroth Farm
- Field Roads
- Creeks

0.00 0.02 0.04 Miles



Grant Co  
N. Lancaster Twp  
Mount Ida Twp  
T5-6N R3W  
Sec. 2, 35  
2005 Aerial Photo