

ARM-LWR-281(06/02)



Wisconsin Dept. of Agriculture Trade and Consumer Protection

Agriculture Resource Management Division

PO Box 8911

Madison, WI 53708-8911

(608)224-4634



PERPETUAL CONSERVATION EASEMENT CONSERVATION RESERVE ENHANCEMENT PROGRAM Sec 93.70. Wis. Stats.

THIS AGREEMENT is made this

day of

November 2002, by and between

Theodore J. Griswold and Delores Griswold a/k/a Delores A. Griswold, husband and wife

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Madison, WI 53718-6777	390910
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"LANDOWNERS", the state of Wisconsin Department of Agriculture,

Trade and Consumer Protection, "DATCP", and

County,

"COUNTY" in accordance with s. 700.40, Wis. Stats.

Whereas, the LANDOWNERS are the owners of fee simple title of certain real estate and DATCP desires a conservation easement on said real estate for the purposes delineated below,

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) Dollar, and the mutual terms and conditions specified below, LANDOWNERS convey to DATCP and its successors and assigns, upon acceptance by DATCP, within 1 month from the date specified above, an easement in perpetuity on the following described real estate (the "premises") in

62.80

COUNTY, State of Wisconsin. The location of said easement is shown on Exhibit "A" and Exhibit "A-1", attached

Acres.

hereto, and made part hereof, and comprises a total of

Legal Description

(See Exhibit "A")

1. PURPOSE

The purpose of this easement is to preserve, enhance, restore and maintain the natural features and ecological values of the premises, and to maintain permanent vegetative cover in perpetuity for protecting water quality and fish and wildlife habitat.

Any conservation plan used to achieve the purpose of this easement must by approved by the

Land Conservation Committee (LCC) and the LANDOWNERS, and becomes part of this easement by reference. A copy of the conservation plan may be viewed at the County Land Conservation Department Office, or the local office of the Natural Resources Conservation Service (NRCS). Rights of the COUNTY shall be exercised for the purposes set forth above.

2. RIGHTS OF DATCP

DATCP shall have rights that include: (1) the right to enter into the premises area to undertake, at its own expense or on a cost-share basis with the LANDOWNERS or other entity, any activities to restore, establish, protect, manage, locate and mark the boundary, maintain, enhance and monitor vegetation, wetlands, structures and other natural values of the premises; (2) the right to delegate by separate contract all or part of the management, monitoring or enforcement responsibilities under this easement to the COUNTY, or other agency authorized by law that DATCP determines to have the appropriate authority to carry out such delegated responsibilities; (3) the right to make such improvements and installation as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this easement; (4) the right to develop, improve and protect from erosion the above described land by mechanical, vegetative and physical means such as fencing to exclude livestock or by planting of or maintaining vegetation; and (5) the right to plant vegetative cover and manage said cover including but not limited to burning, spraying the premises with chemicals or mowing.

10/29/02

COVENANTS OF LANDOWNERS

A. The LANDOWNERS shall cooperate and assist in the maintenance of the premises as grassland, wetland, riparian buffer or filter strip or wildlife habitat area, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes, now existing or thereafter occurring on the premises. The LANDOWNERS: (1) shall not drain or permit draining through the transfer of appurtenant water rights, except through official action as a legal drainage district; (2) shall not construct ditches or any other means of moving water; (3) shall not fill in as a legal drainage district; (2) shall not construct ditches or any other means of moving water; (3) shall not fill in areas with earth or any other material; and (4) shall not burn any areas covered with marsh vegetation. None of these actions are allowed unless specifically included in the United States Department of Agriculture Natural Resources Conservation Service (USDA NRCS) Conservation Plan with the LANDOWNERS dated and any subsequent Conservation Plans with DATCP, the COUNTY (if approved by DATCP), or USDA NRCS which become a part of this easement by reference. A copy of the Conservation Plan may be viewed at the County Land Conservation Department office or the local office of the USDA NRCS. On the premises, the LANDOWNERS agree not to adversely affect the natural flow of surface water or underground water into, within, and out of the premises, except as stated in the Conservation Plan. Existing tiles draining lands outside the premises may be maintained and/or replaced by the LANDOWNERS.

the premises may be maintained and/or replaced by the LANDOWNERS.

B. There shall be no commercial, industrial or multiple dwelling activity undertaken or allowed in the premises, nor shall any right of passage across or upon the premises be allowed or granted.

C. There shall be no construction or placement of temporary or permanent buildings or docks. Construction of permanent duck blinds or deer stands, blinds or other structures is not allowed. There shall be no mobile home, trailers or regreational websides providing living quarters placed on the premises by either DATOPS, trailers, or recreational vehicles providing living quarters placed on the premises by either DATCP or LANDOWNERS. Existing structures may be maintained, but may not be used as living quarters. No vehicles or farm implements may be placed or stored upon the easement area without prior written consent from DATCP.

D. Except as otherwise provided, the general topography of the landscape including water frontage shall be

maintained in its present condition.

E. No dumping of ashes, trash, garbage, sewage, sawdust, manure piles, dredge material, compost, or any unsightly or offensive material shall be placed upon, under or in the premises.
F. No sign, billboard, outdoor advertising structure or advertisement of any kind shall be erected, displayed, placed or maintained upon or within the premises, except signs or posters identifying the CREP project.

There shall be no construction of new roads, trails, walking paths or widening existing roads.

There shall be no mining, drilling or grading on the premises. There shall be no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products in the premises, or installation of mechanical devices upon the

There shall be no use of the premises for sanitary or other landfill, for underground storage tanks, or for the I. installation and use of an incinerator.

There shall be no game farm, shooting preserve, deer farm or fur farm, established by the LANDOWNERS on J.

Except as otherwise provided in the Conservation Plan with the LANDOWNERS which is a part of this easement by reference, no new structures of any kind shall be placed or erected upon the premises without prior written permission of the DATCP.

The LANDOWNERS may not:

Alter vegetative cover or other natural features unless specifically included in the Conservation Plan, or

unless approved in writing by DATCP.

Plant or introduce agricultural crops unless specifically included in the Conservation Plan, or unless specifically approved in writing by DATCP for wildlife management or water quality improvement purposes.

(3) Mow or spray the premises with chemicals, except if specifically included in the Conservation Plan, or as

necessary to comply with noxious weed control and to control pests on an emergency basis when such controls are necessary to protect public health.

(4) Pasture, hay or remove trees or other vegetation, except as specifically included in the Conservation Plan, or with written consent of the DATCP after the expiration of the federal CRP-1 contract. In no event may vegetation be cut lower than 6 inches; all harvesting or cutting of hay must done outside of the primary nesting season of May 15 through July 31

Operate confined animal facilities within the premises.

- Use or authorize use of the premises for any purpose, except as specified in this easement, or included in the Conservation Plan, or with the prior written consent of DATCP.
- M. Installation and maintenance of fencing is the LANDOWNERS' responsibility. Cost of initial installation of fencing may be reimbursed or cost-shared under separate agreements with governmental programs.

4. RESERVED RIGHTS OF THE LANDOWNERS

A. The LANDOWNERS may use the premises insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.

Nothing herein shall be construed as limiting the right of the LANDOWNERS to sell, give or otherwise convey В.

Nothing herein shall be constitued as lifting the right of the LANDOWNERS to sell, give of otherwise convey the premises, provided such conveyance is subject to the terms of this easement. The LANDOWNERS retain the right to maintain and replace existing structures and roads. The LANDOWNERS retain the right for themselves, the LANDOWNERS' family members, and guests to hunt, fish, and make any recreational use of the premises that does not impact the ecological significance and value of the premises, provided all such activity is conducted in accordance with local, state, and federal regulations. The LANDOWNERS also reserve the right to charge a fee to guests for all such activities. The LANDOWNERS retain the right to oil, gas, minerals, and geothermal resources underlying the premises, provided that any drilling or mining activities are to be located outside the boundaries of the premises.

5. GENERAL PROVISIONS

- A. During the first 15 years, this easement runs concurrently with a contract with USDA under the conservation reserve program (CRP), including an enhancement to that program called the Wisconsin Conservation Reserve Enhancement Program (CREP). The LANDOWNERS agree to comply with all the provisions under the federal CRP contract during its term, in addition to the provisions of this easement.
- B. The State of Wisconsin has the right through DATCP or a third party beneficiary to enforce this conservation easement and consent of DATCP or the LANDOWNERS is not required for enforcement.
- C. No failure on the part of DATCP to enforce any term of the conservation easement shall discharge or invalidate the term or any other provision of the conservation easement or affect the right of DATCP to enforce the conservation easement in the event of a subsequent breach or default.
- D. DATCP may authorize, in writing and subject to such terms and conditions it may prescribe at its discretion, the use of the easement area for compatible economic uses at the expiration of the USDA FSA CRP-1 contract period, including, but not limited to, managed timber harvest, periodic grazing and management techniques identified in the applicable Conservation Plan. Compatible use authorizations will only be made if, upon a determination by DATCP in the exercise of its discretion and rights, the proposed use is consistent with the long-term protection of the CREP easement area. DATCP along with USDA NRCS shall prescribe the amount, method, timing, intensity and duration of the compatible use(s) in a revised Conservation Plan.
- E. The LANDOWNERS release DATCP from any claims of damages which may arise as a result of floods and flash floods on the premises
- F. The LANDOWNERS shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this easement without the prior written permission of DATCP.
- G. Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality and habitat for fish and wildlife.
- H. The LANDOWNERS agree to enter into a 15-year agreement with the COUNTY under the Wisconsin CREP, concurrent with this casement and consistent with the provisions of this easement. Said agreement shall include the requirement to install conservation practices(s) on the premises as outlined in the federal CRP-1, its appendix and attachments, and the Conservation Plan with USDA. Said agreement shall also include provisions regarding incentive payments and practice payments from the COUNTY under the provisions of the Wisconsin CREP. The LANDOWNERS agree to maintain those conservation practice(s) as required in the agreement with the COUNTY and any amendments thereto.
- I. The LANDOWNERS agree to the recording of this easement within 30 days of its full execution at the Office of the Register of Deeds of the COUNTY.
- J. The LANDOWNERS and their successors and assigns shall pay any real estate taxes or assessments levied by competent authority on the property.
- K. No right of access to the general public to any portion of the premises is conveyed by this easement.
- L. The LANDOWNERS agree that the terms, conditions, restrictions and purpose of this Conservation Easement will be referenced in any subsequent deed or other legal instrument by which the LANDOWNERS divest themselves of the property.
- M. The LANDOWNERS shall notify DATCP in writing of the name(s) and address(es) of any party to whom the premises is granted, conveyed or otherwise transferred, at or prior to the time said transfer is consummated.
- N. Whenever all or part of the premises is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this conservation easement, or this conservation easement is extinguished, in whole or in part, by other judicial proceeding, the LANDOWNERS and the State of Wisconsin shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests.
- O. This instrument contains the entire agreement of the parties with respect to the conservation easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the conservation easement. If any term is found to be invalid, the remainder of the terms of this conservation easement and the application of the term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The terms "LANDOWNERS" and "DATCP", when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.
- P. No provision of this conservation easement should be construed as impairing the ability of the LANDOWNERS to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must NOT be inconsistent with the terms of this conservation easement, and must be subordinate to this easement.
- Q. Upon any breach of the conservation easement, the state, through DATCP or otherwise, may, after reasonable notice to the LANDOWNERS, exercise any or all of the following remedies: institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and /or permanent injunction either prohibitive or mandatory; and require that the premises be restored promptly to the condition required by this conservation easement. Failure to comply with the terms and conditions contained in this easement, or to perform the practices and other requirements identified in the Conservation Plan that becomes part of this easement by reference, or the 15-year agreement with the COUNTY, may cause the state or the COUNTY to seek repayment of funds. The state remedies shall be cumulative and shall be in addition to any other rights and remedies available to the state and the COUNTY at law or equity. If the LANDOWNERS are found to have breached any of the terms of the conservation easement, the LANDOWNERS shall reimburse the state and the COUNTY for any costs or expenses incurred by the state or COUNTY, including court costs and reasonable attorney fees, unless reimbursement for these costs is explicitly waived by the state and the COUNTY.
- R. Prior recorded utility easements may overlap with the area under this conservation easement. If such prior recorded utility easements exist. The LANDOWNERS hereby agree to ensure the restoration of any features or vegetation, installed or maintained according to the conservation plan, which are destroyed, damaged, or in anyway altered from the stated terms in this conservation easement. The landowners may enter into separate agreements with the utility easement holders for such restoration, but all restoration activities must be approved by DATCP or the COUNTY. All costs of restoration shall be the responsibility of the LANDOWNERS or the utility easement holders. A violation of this provision may result in an action to enjoin the breach, enforce restoration, demand repayment to DATCP of all previously received state funds for incentives and cost share and reimbursement to the DATCP for all reasonable costs, including court costs and attorney fees, incurred pursuing remedies.

FURTHER, BOTH LANDOWNERS AND DATCP RECOGNIZE that this document cannot address every circumstance that may arise in the life of this easement. The parties agree that the purpose of this easement is to preserve, enhance, restore and maintain the natural features and ecological value of the premises. Any use or activity not reserved to the LANDOWNERS in this agreement, which is inconsistent with the purpose of this easement or which materially threatens the purpose of this easement, is prohibited.

THE TERMS HEREOF shall be deemed to run with the land and be binding on all successors and assigns of both the LANDOWNERS and DATCP.

646730 O EASEMENT BY MORTGAGE HOLDER/LEIN HOLDER _VOL 941 PAGE 617 Robbiland Form Credit being the owner and holder of a certain N/A , does hereby join in and consent to said conveyance of an easement free of said lein. State of Wisconsin This instrument was acknowledged before me on the 315t day of October, 2002, by N/A (Please print name of Notary) Notary Public, State of My commission expires(is permanent) DELORES GRISWOLD State of Wisconsin County of LRANT THEODORE J. GRISWOLD AND DELORES GRISWOLD (Please print name of Notary) Notary Public, State of 15EONSIN My commission expires(is permanent) CONSENT TO EASEMENT BY COUNTY: 10/31 DATE: Grant COUNTY , County Conservationist State of Wisconsin County of JRANT This instrument was acknowledged before me on the 315 day of OCTOBER, 2002, by BARB THOMPSON as REPRESENTATIVE County. (Please print name of Notary) Notary Public, State of My commission expires(is permanent)

10/29/02

646730	
ACCEPTED this 11th day of November 2002	ANT OIL LAPE OTO
STATE OF WISCONSIN	
DEPARTMENT OF AGR	ICULTURE, TRADE
AND CONSUMER PRO	TECTION
ACCEPTED BY:	1
Mames E. Harsdorf, Secret	ary
State of Wisconsin)	
) ss	
County of Dane)	
This instrument was acknowledged before me on the 11th day of November, 2002, by	eslie F. Lamb
as Opolog Secretary of The Wisconsin Department of Agriculture, Trade, as	d Consumer Protection.
Sherry Stoffel	
(Please print/name of Hotary) Snevry Steffe	
Notary Public, State of WISCONSIN	
My commission expires (is permanent):	

THIS INSTRUMENT WAS DRAFTED BY

THE STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE,

TRADE AND CONSUMER PROTECTION

646730

LAND DESCRIPTION for

Wisconsin Conservation Reserve Enhancement Program Easements

TED GRISWOLD

Grant County, Wisconsin

A CREP conservation easement over a parcel of land situated in:

NE ¼ of the NE ¼ of section 20 and the SE ¼ of Section 20 and the NW ¼ of the of the NW ¼ of Section 21 and the SE ¼ of the of the NW ¼ of Section 21 and NE ¼ of the SW ¼ of Section 21 and the SE ¼ of the SW ¼ of Section 21 and the SW ¼ of the NE ¼ of Section 21 all located in T5N R 1W Town of Clifton Grant County Wisconsin.

As depicted on the drawing attached as Exhibit "A-1", and more particularly described as follows:

Easement Area "A"

Commencing at a point located at the SE corner of Section 17 Township 5 North Range 1 West, 4th Principal Meridian, Cliton Township indicated by a 1" Iron Pipe that was found and labeled as Point "P", thence:

South 37 degrees West, 935.69 feet, more or less, to Angle Point A, being the Point of Beginning (P.O.B.) for this easement,

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 15 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground, thence:

South 63 degrees East, 733.14 feet, more or less to Angle Point B,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 21 degrees East, 199.46 feet, more or less to Angle Point C,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 77 degrees East, 277.65 feet, more or less to Angle Point D,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 61 degrees East, 52.21 feet, more or less to Angle Point E,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

East, 233.13 feet, more or less to Angle Point F,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

6 page of 15

North 82 degrees East, 51.43 feet, more or less to Angle Point G,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 68 degrees East, 78.00 feet, more or less to Angle Point H,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 64 degrees East 41.70 feet, more or less to Angle Point I,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 85 degrees East, 470.65 feet, more or less to Angle Point J,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 2 degrees West, 200.62 feet, more or less to Angle Point K,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 27 degrees East, 77.51 feet, more or less to Angle Point L,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 306.15 feet, more or less to Angle Point M,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 82 degrees West, 757.74 feet, more or less to Angle Point N,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 75 degrees West, 185.69 feet, more or less to Angle Point O,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 36 degrees West, 104.04 feet, more or less to Angle Point P,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 79 degrees West, 258.94 feet, more or less to Angle Point Q,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 55 degrees West, 69.09 feet, more or less to Angle Point R,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 47 degrees West, 408.41 feet, more or less to Angle Point S.

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 87 degrees West, 96.74 feet, more or less to Angle Point T,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 71 degrees West, 198.72 feet, more or less to Angle Point U,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 80 degrees West, 43.49 feet, more or less to Angle Point V,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 22 degrees West, 267.94 feet, more or less to Angle Point W,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 64 degrees West, 125.12 feet, more or less to Angle Point X,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 30 degrees West, 190.28 feet, more or less to Angle Point Y,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 7 degrees East, 363.69 feet, more or less to Angle Point Z,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 31 degrees East, 67.92 feet, more or less to Angle Point AA,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 14 degrees East, 142.81 feet, more or less to Angle Point A, this being the Point of Beginning (P.O.B.) for Easement Area "A",

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 12 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground.

Said conservation easement contains <u>21.3 acres</u>, more or less excluding an area of <u>.9 acres</u> more or less of stream indicated as EA-1 Stream on Exhibit A-1.

Easement Area "B"

Commencing at a point located at the SE corner of Section 17 Township 5 North Range 1 West, 4th Principal Meridian, Clinton Township indicated by a 1" Iron Pipe that was found and labeled as Point "P", thence:

South 46 degrees East, 2174.05 feet, more or less, to Angle Point A, being the Point of Beginning (P.O.B.) for this easement,

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 15 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground, thence:

South 79 degrees East, 57.32 feet, more or less to Angle Point B,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 80 degrees East, 601.57 feet, more or less to Angle Point C,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 88 degrees East, 555.13 feet, more or less to Angle Point D,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 62 degrees East, 161.33 feet, more or less to Angle Point E,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 61 degrees East, 217.64 feet, more or less to Angle Point F,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 10 degrees West, 14.82 feet, more or less to Angle Point G,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 69 degrees East, 230.18 feet, more or less to Angle Point H,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 10 degrees West, 259.16 feet, more or less to Angle Point I,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 17 degrees East, 118.23 feet, more or less to Angle Point J.

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 44 degrees East, 65.72 feet, more or less to Angle Point K,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 87 degrees East, 271.04 feet, more or less to Angle Point L,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South, 82 degrees East, 203.08 feet, more or less to Angle Point M,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North, 7.2 feet, more or less to Angle Point N,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 48 degrees East, 130.22 feet, more or less to Angle Point O,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 23 degrees East, 27.67 feet, more or less to Angle Point P,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 32 degrees East, 155.29 feet, more or less to Angle Point Q,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 86 degrees East, 416.15 feet, more or less to Angle Point R,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 10.93 feet, more or less to Angle Point S,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 73 degrees West, 173.80 feet, more or less to Angle Point T,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 89 degrees East, 270.68 feet, more or less to Angle Point U,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 78 degrees West, 416.61 feet, more or less to Angle Point V,

North 78 degrees West, 282.10 feet, more or less to Angle Point W,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 73 degrees West, 249.39 feet, more or less to Angle Point X,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 33 degrees East, 99.49 feet, more or less to Angle Point Y,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 84 degrees West, 72.72 feet, more or less to Angle Point Z,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 68 degrees East, 78.00 feet, more or less to Angle Point AA,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 5 degrees East, 84.21 feet, more or less to Angle Point BB,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 57 degrees East, 162.26 feet, more or less to Angle Point CC,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 6 degrees West, 634.08 feet, more or less to Angle Point DD,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 88 degrees East, 134.04 feet, more or less to Angle Point EE,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 4 degrees East, 665.28 feet, more or less to Angle Point FF,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South, 178.59 feet, more or less to Angle Point GG,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 21 degrees East, 214.99 feet, more or less to Angle Point HH,

South 41 degrees East, 126.02 feet, more or less to Angle Point II,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 36 degrees East, 413.05 feet, more or less to Angle Point JJ,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 411.86 feet, more or less to Angle Point KK,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 65 degrees West, 458.12 feet, more or less to Angle Point LL,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 41 degrees West, 97.21 feet, more or less to Angle Point MM,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 33 degrees West, 290.91 feet, more or less to Angle Point NN,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 20 degrees West, 462.50 feet, more or less to Angle Point OO,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 9 degrees West, 549.79 feet, more or less to Angle Point PP,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 8 degrees West, 1134.02 feet, more or less to Angle Point QQ,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 1 degree East, 134.88 feet, more or less to Angle Point RR,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 7 degrees West, 102.92 feet, more or less to Angle Point SS,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 29 degrees West, 163.30 feet, more or less to Angle Point TT,

North 2 degrees West, 65.65 feet, more or less to Angle Point A, this being the Point of Beginning (P.O.B.) for Easement Area "B",

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 12 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground.

Said conservation easement contains <u>41.5 acres</u>, more or less excluding an area of <u>1.5 acres</u> more or less of stream indicated as EA-2 Stream on Exhibit A-1

Total said conservation easement contains 62.8 acres more or less

(This easement description and attached drawing (Exhibit A-1) have been prepared by the Department of Agriculture Trade and Consumer Protection for use in administering the Conservation Reserve Enhancement Program and do not constitute a survey description or survey plat nor are they intended be the same.)

"The basis of bearing and distance data referenced to True North bearing obtained in field with GARMIN GPS III+ GPS Receiver using real-time differential to achieve accuracy to within one to five meters.

All points obtained referenced to monumented section corners as per Grant County GPS Point "P".

Coordinate pairs obtained in field and used to create (Exhibit A and Exhibit A-1) are in Table 1.

TABLE 1

-90.50716,42.90035	-90.49534,42.89491	
-90.50092,42.89539	-90.49433,42.89490	
-90.50093,42.89502	-90.49371,42.89476	
-90.50033,42.89194	-90.49371,42.89479	
-90.50001,42.89045	-90.49216,42.89486	
-90.49941,42.88926	-90.49247,42.89522	
-90.49882,42.88859	-90.49251,42.89515	
-90.49858,42.88839	-90.49287,42.89539	
-90.49703,42.88786	-90.49287,42.89537	
-90.49704,42.88899	-90.49362,42.89545	
-90.49794,42.88991	-90.49463,42.89549	
-90.49825,42.89017	-90.49480,42.89562	
-90.49854,42.89072	-90.49493,42.89593	
-90.49854,42.89121	-90.49476,42.89663	
-90.49873,42.89303	-90.49556,42.89640	
-90.49923,42.89304	-90.49555,42.89636	
-90.49898,42.89477	-90.49626,42.89607	
-90.49949,42.89501	-90.49679,42.89586	
-90.49952,42.89524	-90.49886,42.89592	
-90.49925,42.89532	-90.50107,42.89621	
-90.49898,42.89534	-90.50128,42.89624	
-90.49878,42.89511	-90.50127,42.89606	
-90.49789,42.89531	-90.50097,42.89567	
-90.49686,42.89515	-90.50965,42.89618	

. VOL 941 PAGE 627

_	-90.51007,42.89633		
	-90.50971,42.89678		
	-90.50954,42.89777		
	-90.50941,42.89793		
	-90.50928,42.89831		
	-90.50684,42.89740		
	-90.50657,42.89689		
	-90.50556,42.89672		
	-90.50539,42.89679	·	
	-90.50452,42.89679		
	-90.50433,42.89681		
	-90.50406,42.89689		
i	-90.50392,42.89694		
	-90.50217,42.89683		
	-90.50220,42.89628		
	-90.50207,42.89609		
	-90.50207,42.89525		į
	-90.50487,42.89554		İ
	-90.50554,42.89567		
	-90.50577,42.89590		
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	-90.50693,42.89592		İ
	-90.50805,42.89668		
	-90.50841,42.89670		
	-90.50641,42.89688		
	-90.50911,42.89686		
1	-ラU.JUブム / .サ ム.OフUOU	i	

END OF DESCRIPTION

SE Comer of Sec 17T 5N R1W

941 PAGE 628

Point "P"

F AOF

CREP EASEMEN GRISWOLD

and Consumer Protection of Agriculture Trade prepared by the Department and drawing have been Conservation Reserve for use administering the This easement description EASEMENT AREA "A" (POB) g A (POB) EA-1 Stream F B H 7 င္ပ င္ပ 츳 ۲ E **EASEMENT AREA "B"** EA-2 Stream **G** ဟ

646730

Drawn and described by: 10/28/2002 Mark E. Paulat

Wisconsin Grant County, SE NW of 21 NE SW of 21 SE SW of 21 SW NE of 21

all Township 5N

Range 1 W

Town of Clifton

NE NE of 20

NW NW of 2

EASEMENT located in: CREP CONSERVATION

SCALE NOT INDICATED

and do not constituite a

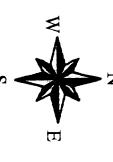
Enhancement Program

survey plat, nor are they

intended to be the same

Grant County USDA-NRCS

Data collected by the Locational Coordinate



BEARING FROM TRUE NORTH

15 OF 15

662175

VOL 1004 PG587

AMENDMENT TO CONSERVATION EASEMENT

s. 700.40, Wis. Stats.

The Perpetual Conservation Easement for the Conservation Reserve Enhancement Program (CREP) between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection, Grant County, and Theodore J. Griswold and Delores Griswold a/k/a Delores A. Griswold, husband and wife, was recorded in Grant County, Wisconsin on the 12th day of November, 2002 at 8:15 a.m., in Volume 941 of Records, Page 614, as document number 646730. Said easement applied to a parcel of land in:

Northeast ¼ of the Northeast ¼, and the Southeast ¼ of the Northwest ¼, of Section 20, and the Northwest ¼ of the Northwest ¼, and the Southeast ¼ of the Northwest ¼, and the Southeast ¼ of the Southwest ¼, and the Southwest ¼, and the Southwest ¼ of the Southwest ¼ of the Northeast ¼ of the Southwest ¼ of the Northeast ¼, of Section 21, Township 5 North Range 1 West, 4th Principal Meridian, Town of Clifton, Grant County, Wisconsin,

incorrectly described in Volume <u>941</u> of Records, Page <u>614</u>, document number <u>646730</u>. Due to a printer error, provisions 2B. and C. were omitted from the top of page 2 of the CREP easement document. Due to a scrivener's error, Exhibit A contained incorrect legal descriptions.

NOW, THEREFORE, the parties wish to clarify the easement and thereby agree to amend Section 2. of the Conservation Easement to read as follows:

GRANT COUNTY, WI RECEIVED FOR RECORD

NOV 2 8 2003

Vol. 1004 of Records Page 587

Malitum Circu. Register

This space is reserved for recording data

Return to:

Wisconsin Department of Agriculture, Trade & Consumer Protection

3100 due

ARM - CREP

PO Box 8911

Madison, WI 53708-8911

(600) 224 4624

(608) 224-4634

Parcel Identification Number/ Tax Key Number:

012-401-0000

012-406-0000

012-421-0000

012-425-0000

012-426-0000

012-427-0000

012-429-0000

012-432-0000

2. RIGHTS OF DATCP

- A. DATCP shall have rights that include: (1) the right to enter into the premises area to undertake, at its own expense or on a cost-share basis with the LANDOWNERS or other entity, any activities to restore, establish, protect, manage, locate and mark the boundary, maintain, enhance and monitor vegetation, wetlands, structures and other natural values of the premises; (2) the right to delegate by separate contract all or part of the management, monitoring or enforcement responsibilities under this easement to the COUNTY, or other agency authorized by law that DATCP determines to have the appropriate authority to carry out such delegated responsibilities; (3) the right to make such improvements and installation as are necessary, convenient and incidental to the full enjoyment and use of the rights and privileges granted by this easement; (4) the right to develop, improve and protect from erosion the above described land by mechanical, vegetative and physical means such as fencing to exclude livestock or by planting of or maintaining vegetation; and (5) the right to plant vegetative cover and manage said cover including but not limited to burning, spraying the premises with chemicals or mowing.
- B. DATCP and its employees, officers and agents have the right of ingress and egress from and to the premises across all contiguous lands owned by the LANDOWNERS for the purpose of exercising all rights and privileges granted herein including the right of inspection. It is understood that the field roads, roadways, passageways, lands or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The LANDOWNERS may provide a designated route to and from the premises which DATCP shall use if said route is reasonably convenient and specifically shown on Exhibit "B" attached hereto and made part hereof.
- C. DATCP or its assigns shall have the right to manage fish and wildlife habitat and populations within the premises.

And the parties agree to correct the scrivener's errors by amending Exhibit A to read as follows:

All other provisions of the original easement remain in effect and valid.

SIGNED AND SEALED BY the State, the County, the amendment(s).	E Landowners and any persons joining in and consenting to the above
DATED this 26 m day of Moven Gen, 20 03	
dated this ab day of Moulingen, 20 03	STATE OF WISCONSIN
	DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
	By Than the Ather
STATE OF WISCONSIN	Martin M. Henert, Executive Assistant
COUNTY OF Strong)ss)
This instrument was acknowledged before me on the 26	Lay of November, 2003 by Martin M. Henert
as Executive Assistant of the Wisconsin Department of	Agriculture, Trade and Consumer Protection.
Messy Steples	
(Please print name of Notary) Shervy Te Notary Public, State of Wisconsin My commission (is permanent)	He I
LANDOWNERS CONSENT TO FASEMENT AMENDMENT	
Received in Historica 11/2 (Signature) (Date Theodore J. Griswold	(Signature) Delores Griswold (Date)
State of Wisconsin)	State of Wisconsin)
GOUNTY of BRANT) ss	COUNTY of JRANT
This instrument was acknowledged before me on the 25 TH day	of This instrument was acknowledged before me on the
NOVEMBER , 2003	NOVEMBER , 2003
by THEODORE J. ZRISWOLD	by DELORES BRISHOLD
allan Messe	alon Vene
(Signature) ALAN NEISES	(Signature) ALAN NEISES!
(Print Name) Notary Public, State of Wisconsin	(Print Name) Notary Public, State of Wisconsin
My commission (is permanent) expires MAY 6, 20	My commission (is permanent) expires MAY 6, 2007
DATED this 20th day of November, 2003	
	GRANT COUNTY
	By Back Thompson)
	Barb Thompson, County Conservationist
STATE OF WISCONSIN) ×
COUNTY of ZRANT)ss)
This instrument was acknowledged before me on the 20^7	H day of NOVEMBER, 2003, by <u>Barb Thompson</u>
as County Conservationist for Grant County	A CONTRACT OF THE PARTY OF THE
Clan Plens	water and the state of the stat
(Signature) (Please print name of Notary) ALAN NEISI	
Notary Public, State of Wisconsin My commission (is permanent) expires MAY 6 20	
7 1111 V	This Instrument was drafted by the Wisconsin Cepal Frent of Agriculture. Trade and Consumer Protection

LAND DESCRIPTION for

Wisconsin Conservation Reserve Enhancement Program Easements

TED GRISWOLD

Grant County, Wisconsin

A CREP conservation easement over a parcel of land situated in:

Northeast ¼ of the Northeast ¼, and the Southeast ¼ of the Northeast ¼, of Section 20, and the Northwest ¼ of the Northwest ¼, and the Southeast ¼ of the Northwest ¼, and the Southeast ¼ of the Northwest ¼, and the Southeast ¼ of the Southwest ¼, and the Southeast ¼ of the Southwest ¼, and the Southeast ¼ of the Northeast ¼, of Section 21, Township 5 North Range 1 West, 4th Principal Meridian, Town of Clifton, Grant County, Wisconsin,

As depicted on the drawing attached as Exhibit "A-1", and more particularly described as follows:

Easement Area "A"

Commencing at a point located at the SE corner of Section 17 Township 5 North Range 1 West, 4th Principal Meridian, Cliton Township indicated by a 1" Iron Pipe that was found and labeled as Point "P", thence:

South 37 degrees West, 935.69 feet, more or less, to Angle Point A, being the Point of Beginning (P.O.B.) for this easement,

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 15 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground, thence:

South 63 degrees East, 733.14 feet, more or less to Angle Point B.

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 21 degrees East, 199.46 feet, more or less to Angle Point C,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 77 degrees East, 277.65 feet, more or less to Angle Point D,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 61 degrees East, 52.21 feet, more or less to Angle Point E,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

East, 233.13 feet, more or less to Angle Point F.

North 82 degrees East, 51.43 feet, more or less to Angle Point G,

100

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 68 degrees East, 78.00 feet, more or less to Angle Point H,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 64 degrees East 41.70 feet, more or less to Angle Point I,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 85 degrees East, 470.65 feet, more or less to Angle Point J,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 2 degrees West, 200.62 feet, more or less to Angle Point K,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 27 degrees East, 77.51 feet, more or less to Angle Point L,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 306.15 feet, more or less to Angle Point M,

. Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 82 degrees West, 757.74 feet, more or less to Angle Point N,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 75 degrees West, 185.69 feet, more or less to Angle Point O,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 36 degrees West, 104.04 feet, more or less to Angle Point P,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 79 degrees West, 258.94 feet, more or less to Angle Point Q,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 55 degrees West, 69.09 feet, more or less to Angle Point R,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 47 degrees West, 408.41 feet, more or less to Angle Point S,

Exhibit A CORRECTED

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 87 degrees West, 96.74 feet, more or less to Angle Point T,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 71 degrees West, 198.72 feet, more or less to Angle Point U,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 80 degrees West, 43.49 feet, more or less to Angle Point V,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 22 degrees West, 267.94 feet, more or less to Angle Point W,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 64 degrees West, 125.12 feet, more or less to Angle Point X,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 30 degrees West, 190.28 feet, more or less to Angle Point Y,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 7 degrees East, 363.69 feet, more or less to Angle Point Z,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 31 degrees East, 67.92 feet, more or less to Angle Point AA,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 14 degrees East, 142.81 feet, more or less to Angle Point A, this being the Point of Beginning (P.O.B.) for Easement Area "A",

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 12 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground.

Said conservation easement contains <u>21.3 acres</u>, more or less excluding an area of <u>.9 acres</u> more or less of stream indicated as EA-1 Stream on Exhibit A-1.

VOL 1004 Pu 592 Exhibit A CORRECTED

Easement Area "B"

Commencing at a point located at the SE corner of Section 17 Township 5 North Range 1 West, 4th Principal Meridian, Clinton Township indicated by a 1" Iron Pipe that was found and labeled as Point "P", thence:

South 46 degrees East, 2174.05 feet, more or less, to Angle Point A, being the Point of Beginning (P.O.B.) for this easement,

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 15 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground, thence:

South 79 degrees East, 57.32 feet, more or less to Angle Point B,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 80 degrees East, 601.57 feet, more or less to Angle Point C,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 88 degrees East, 555.13 feet, more or less to Angle Point D,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 62 degrees East, 161.33 feet, more or less to Angle Point E.

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 61 degrees East, 217.64 feet, more or less to Angle Point F.

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 10 degrees West, 14.82 feet, more or less to Angle Point G,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 69 degrees East, 230.18 feet, more or less to Angle Point H,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 10 degrees West, 259.16 feet, more or less to Angle Point I,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 17 degrees East, 118.23 feet, more or less to Angle Point J,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 44 degrees East, 65.72 feet, more or less to Angle Point K,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 87 degrees East, 271.04 feet, more or less to Angle Point L,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South, 82 degrees East, 203.08 feet, more or less to Angle Point M,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North, 7.2 feet, more or less to Angle Point N,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 48 degrees East, 130.22 feet, more or less to Angle Point O,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 23 degrees East, 27.67 feet, more or less to Angle Point P,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 32 degrees East, 155.29 feet, more or less to Angle Point Q,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 86 degrees East, 416.15 feet, more or less to Angle Point R,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 10.93 feet, more or less to Angle Point S,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 73 degrees West, 173.80 feet, more or less to Angle Point T,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 89 degrees East, 270.68 feet, more or less to Angle Point U,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 78 degrees West, 416.61 feet, more or less to Angle Point V,

North 78 degrees West, 282.10 feet, more or less to Angle Point W,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 73 degrees West, 249.39 feet, more or less to Angle Point X,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 33 degrees East, 99.49 feet, more or less to Angle Point Y,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 84 degrees West, 72.72 feet, more or less to Angle Point Z,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 68 degrees East, 78.00 feet, more or less to Angle Point AA,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 5 degrees East, 84.21 feet, more or less to Angle Point BB,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 57 degrees East, 162.26 feet, more or less to Angle Point CC,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 6 degrees West, 634.08 feet, more or less to Angle Point DD,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 88 degrees East, 134.04 feet, more or less to Angle Point EE,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 4 degrees East, 665.28 feet, more or less to Angle Point FF,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South, 178.59 feet, more or less to Angle Point GG,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 21 degrees East, 214.99 feet, more or less to Angle Point HH,

South 41 degrees East, 126.02 feet, more or less to Angle Point II,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 36 degrees East, 413.05 feet, more or less to Angle Point JJ,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

South 411.86 feet, more or less to Angle Point KK,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 65 degrees West, 458.12 feet, more or less to Angle Point LL,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 41 degrees West, 97.21 feet, more or less to Angle Point MM,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 33 degrees West, 290.91 feet, more or less to Angle Point NN,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 20 degrees West, 462.50 feet, more or less to Angle Point OO,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 9 degrees West, 549.79 feet, more or less to Angle Point PP,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 8 degrees West, 1134.02 feet, more or less to Angle Point QQ,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 1 degree East, 134.88 feet, more or less to Angle Point RR,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 7 degrees West, 102.92 feet, more or less to Angle Point SS,

Said point witnessed by a 15 inch length of #4 rebar driven 3 inches below the ground, thence:

North 29 degrees West, 163.30 feet, more or less to Angle Point TT,

North 2 degrees West, 65.65 feet, more or less to Angle Point A, this being the Point of Beginning (P.O.B.) for Easement Area "B",

Said point witnessed by an orange colored encapsulated magnet driven 18 inches into the ground, a 12 inch length of #4 rebar driven 3 inches below the ground, and a 5 foot u-channel fence post set 1 foot in the ground projecting 4 feet above the ground.

Said conservation easement contains <u>41.5 acres</u>, more or less excluding an area of <u>1.5 acres</u> more or less of stream indicated as EA-2 Stream on Exhibit A-1

Total said conservation easement contains 62.8 acres more or less

(This easement description and attached drawing (Exhibit A-1) have been prepared by the Department of Agriculture Trade and Consumer Protection for use in administering the Conservation Reserve Enhancement Program and do not constitute a survey description or survey plat nor are they intended be the same.)

"The basis of bearing and distance data referenced to True North bearing obtained in field with GARMIN GPS III+ GPS Receiver using real-time differential to achieve accuracy to within one to five meters.

All points obtained referenced to monumented section corners as per Grant County GPS Point "P".

Coordinate pairs obtained in field and used to create (Exhibit A and Exhibit A-1) are in Table 1.

TABLE 1

-90.50716,42.90035	-90.49534,42.89491
-90.50092,42.89539	-90.49433,42.89490
-90.50093,42.89502	-90.49371,42.89476
-90.50033,42.89194	-90.49371,42.89479
-90.50001,42.89045	-90.49216,42.89486
-90.49941,42.88926	-90.49247,42.89522
-90.49882,42.88859	-90.49251,42.89515
-90.49858,42.88839	-90.49287,42.89539
-90.49703,42.88786	-90.49287,42.89537
-90.49704,42.88899	-90.49362,42.89545
-90.49794,42.88991	-90.49463,42.89549
-90.49825,42.89017	-90.49480,42.89562
-90.49854,42.89072	-90.49493,42.89593
-90.49854,42.89121	-90.49476,42.89663
-90.49873,42.89303	-90.49556,42.89640
-90.49923,42.89304	-90.49555,42.89636
-90.49898,42.89477	-90.49626,42.89607
-90.49949,42.89501	-90.49679,42.89586
-90.49952,42.89524	-90.49886,42.89592
-90.49925,42.89532	-90.50107,42.89621
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END OF DESCRIPTION

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This form is available electronically											
Q1 (1)		ENT OF AGRICULTURE Credit Corporation				1. ST. & CO. CODE & ADMIN. LOCATION			2. SIGN-UP NUMBER		
CONSERVATION RESERVE PROGRAM CONTRACT					55 043 5			24			
NOTE: The authority for collecting the following in					3. CONTRACT N	UMBER	4	ACRES FOR EN	ROLLMENT		
collection of information without prior OMB approver required to complete this information collection is e for reviewing instructions, searching existing data	spons	e, including the time		832A		62					
7. COUNTY OFFICE ADDRESS (Incl.					5. FARM NUMBE	R	6. 1	RACT NUMBER	R(S)		
GRANT COUNTY FSA OFFICE						3634	74	69	. ,		
150 WEST ALONA LN					8. OFFER (Select		9. 0	CONTRACT PER	RIOD		
LANCASTER, WI 53813-2182					GENERAL			OM: M-DD-YYYY)	TO: (MM-DD-YYYY)		
TELEPHONE NUMBER (Include Area	a Code): (6)	08) 723-76	97		ENVIRONMENTA	AL PRIORITY	⊣.	-01-2002	09-30-2017		
"Owner", "Operator", and "Tenant", respect Participant agrees to place the designated is executed by the CCC. The Participant als Participant. Additionally, the Participant and CRP-1, Conservation Reserve Program Coperiod has been provided to such person. acceptance or rejection. The terms and ct THIS CONTRACT PRODUCERS ACKNOW applicable; and, if applicable, CRP-15.	acreage into the so agrees to impose to common tract (referred Such person alsonditions of this particular of this particular of this particular of the seconditions o	Conservation Replement on such a comply with the to as "Appendix", to agrees to pay a contract are c	eser desig term '). By such	ve Program ("CRP gnated acreage the s and conditions co v signing below, the liquidated damage tined in this Form WING FORMS: CI	") or other use set by Conservation Plan on the Control of this Control of Plan (on this Control of Plan (on this control of Plan (on the CRP-1 and in the CRP-1; CRP-1 Appendications)	CCC for the stipulateveloped for such a fact, including the A ledges that a copy of the Appendix RP-1 Appendix and any adden	ated cor acreage ppendi: of the A ix if the id any i dum th	ntract period from e and approved i x to this Contract ppendix for the a Participant witho addendum them ereto; CRP-2 o	n the date the Contra by the CCC and the i, entitled Appendix to applicable sign-up traws prior to CCC		
10A. Rental Rate Per Acre	\$	98.	10	11. Identifica	tion of CRP Land	(See Page 2 for	additic	onal space)			
B. Annual Contract Payment	\$	6,161.	A. Tract No.		B. Field No.	C. Practice No).	D. Acres	E. Total Estimated Cost-Share		
C. First Year Payment	\$	5,638.	00	7469	600	CP22		21.3	50		
(Item 10C applicable only t the first year payment is pr		s signup whe	n	7469	601	CP22		41.5	50		
12. OWNERS, OPERATORS, A	ND TENAN	TS									
A(1). OPERATOR NAME AND ADDRE			SHA	ARE	(3) SOCIAL SECU	RITY NUMBER:					
THEODORE J. GRISWOLD					(4) SIGNATURE			DATE (MM	DD 99991		
10527 COUNTY RD D LIVINGSTON, WI 53554-9722				100	Headen	1 9-	110	n H	13/04		
B(1). OWNER NAME AND ADDRESS	(Include Zip Cod	de): (2) \$	SHA	RE (B) SOCIAL SECURITY NUMBER:						
THEODORE J. GRISWOLD JR 5922 S. BRUSH CREEK RD STILLWATER, OK. 74074					S) SIGNATURE			DATE (MM-DD-YYYY)			
C(1). NAME AND ADDRESS (Include Zij	p Code):	(2)	SHA	RE (3	3) SOCIAL SECURITY NUMBER:			43-42-2497			
LINDA L. GRISWOLD 7404 OLD SAUK RD MADISON, WI 53717-1215					4) SIGNATURE				DATE (MM-DD-YYYY)		
13. CCC USE ONLY - Payments according to the shares are approved.	ding A. S	IGNATURE OF	F C	CC REPRESENT	TATIVE B. DATE (MM-DD-YY				MM-DD-YYYY)		
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NOTE: The following statement is made in a the following information is the Food regulations promulgated at 7 CFR P to enter into a Conservation Reservationformation is voluntary. Failure to fundaministered by USDA agency. This response to a court magistrate or ad and 31 USC 3729, may be applicable.	Security Act of art 1410 and the Program Contuurnish the reque information ma Iministrative tribu	1985, (Pub. L. 99 Internal Revenu act, to assist in c sted information by be provided to unal. The provisi	9-19 ue Co deter will i othe	B), as amended an ode (26 USC 6109, mining eligibility, ar result in determinat or agencies, IRS, D of criminal and civi	d the Farm Security and the information remains the color of the color of ineligibility force epartment of Justice, in fraud statutes included.	and Rural Investme, quested is necessa correct parties to the certain program ber or other State and ding 18 USC 286 2	nt Act o ry for C contra refits a Federa	mended. The au of 2002 (Pub. L. CCC to consider of ct. Furnishing the of other financia of Law enforcem of 641 651 100	thority for requesting 107-171) and and process the offer he requested I assistance		
The U.S. Department of Agriculture (USDA) prohibits marital or family status. (Not all prohibited bases apply contact USDA's TARGET Center et (202) 720-2600 (c SW, Washington, D. C. 20250-9410 or call (202) 720-	y to all programs.) voice and TDD). T 5964 (voice or TDI	Persons with disab to file a complaint of	иниes f disci	who require alternativ rimination, write USDA	re means for communica , Director, Office of Civil employer.	tion of program inform Rights, Room 326-W,	ation (Bi Whitten	milla lawa asint a.	distant stall structure		
Original - County Office	oopy			L Owner's	ООРУ	1 10	heigio	i a cobà			

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CRP-1 U.S. DEPARTM	MENT OF AGRICULTU	JRE		1. ST. & CO. CO	DE & ADMIN.	2. SIGN-UP NUM	BER		
(02 0 , 00)	ty Credit Corporation	LOCATION 55 043 5	\$	24					
CONSERVATION RESI									
NOTE: The authority for collecting the following infor collection of information without prior OMB approval in required to complete this information collection is esti- for reviewing instructions, searching existing date sou	mandated by the Paperwor imated to average 4 minute urces, gathering and maint	rk Reduction as per respor	n Act of 1995. The time onse, including the time			4. ACRES FOR E	NROLLMENT		
7. COUNTY OFFICE ADDRESS (Includ				5. FARM NUMBE		6. TRACT NUMBE	R(S)		
GRANT COUNTY FSA OFFICE	0 215 00001.				3634	7469	,		
150 WEST ALONA LN				8. OFFER (Selec		9. CONTRACT PE	RIOD		
LANCASTER, WI 53813-2182				CENEDAL		FROM: (MM-DD-YYYY)	TO: (MM-DD-YYYY)		
TELEPHONE NUMBER (Include Area (Code): (608) 72	23-7697	,	GENERAL	AL PRIORITY	11-01-2002	09-30-2017		
THIS CONTRACT is entered into between the "Owner", "Operator", and "Tenant", respective Participant agrees to place the designated act is executed by the CCC. The Participant also Participant. Additionally, the Participant and CRP-1, Conservation Reserve Program Controperiod has been provided to such person. Suracceptance or rejection. The terms and control THIS CONTRACT PRODUCERS ACKNOWL applicable; and, if applicable, CRP-15.	ely) on the farm identifice reage into the Conserver agrees to implement on CCC agree to comply what ract (referred to as "App ch person also agrees ditions of this contrat	ed above. ration Rese n such des. rith the tem pendix"). E to pay such	The undersigned party Program ("CRP ignated acreage the and conditions on a signing below, the hiquidated damage ained in this Form	erson or persons may or other use set by Conservation Plan of Contained in this Contr E Participant acknown S in an amount spec	v hereafter collectively v CCC for the stipulate developed for such acrect, including the Appledges that a copy of iffed in the Appendix if RP-1 Appendix and	v be referred to as "the ed contract period fro creage and approved bendix to this Contract the Appendix for the if the Participant with any addendum the	e Participant". The m the date the Contrac by the CCC and the ct, entitled Appendix to applicable sign-up draws prior to CCC reto. BY SIGNING		
10A. Rental Rate Per Acre	\$	98.10		ition of CRP Land	(See Page 2 for ac	dditional space)			
B. Annual Contract Payment	\$ 6,	161.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share		
C. First Year Payment	\$ 5,	638.00	7469	600	CP22	21.3	50		
(Item 10C applicable only to o		when	7469	601	CP22	41.5	50		
12. OWNERS, OPERATORS, AN	D TENANTS		<u> </u>		77				
A(1). OPERATOR NAME AND ADDRESS	3 (Include Zip Code):	(2) SH/	ARE ((3) SOCIAL SECU	RITY NUMBER:				
THEODORE J. GRISWOLD 10527 COUNTY RD D LIVINGSTON, WI 53554-9722				(4) SIGNATURE	1 9-w	DATE (MN	13/0L		
B(1). OWNER NAME AND ADDRESS (Inc	clude Zip Code):	(2) SHA	ARE (3	B) SOCIAL SECUE	TY NUMBER:		2		
THEODORE J. GRISWOLD JR 5922 S. BRUSH CREEK RD STILLWATER, OK. 74074				SIGNATURE		DATE (MM	1-21-10		
C(1). NAME AND ADDRESS (Include Zip Co	ode):	(2) SHA	RE (3) SOCIAL SECUR	RTY NUMBER:				
LINDA L. GRISWOLD			0 % (4	4) SIGNATURE		DATE (MM-DD-YYYY)			
7404 OLD SAUK RD MADISON, WI 53717-1215			0 70 1		J		·		
 CCC USE ONLY - Payments according to the shares are approved. 	g A. SIGNATUI	RE OF CO	CC REPRESENT	ATIVE		B. DATE	MM-DD-YYYY)		
NOTE: The following statement is made in according to the following information is the Food Secregulations promulgated at 7 CFR Part to enter into a Conservation Reserve Proinformation is voluntary. Failure to furnish administered by USDA agency. This information is administered by USDA agency. This information is a court magistrate or adminisher and 31 USC 3729, may be applicable to and 31 USC 3729, may be applicable to marrial or family status. (Not all prohibited bases apply to a contact USDA's TARGET Center at (202) 720-2600 (voice SW Medicington D. 6. 2025/0.4410 accold 2012 720-2600)	curity Act of 1985, (Put 1410 and the Internal Roggram Contract, to assist the requested information may be provide istrative tribunal. The parties of the information provide information in all its programs, and TDD). To file a comparation of the comparation of the comparation in all its programs, and TDD). To file a comparation in all its programs, and TDD). To file a comparation in all its programs, and TDD). To file a comparation in all its programs.	b. L. 99-198 Revenue Cc ist in deten nation will r ded to othe orovisions c ed. RETUI as and activiti h disabilities leint of discn	B), as amended and odde (26 USC 6109). mining eligibility, an result in determination agencies, IRS, Dept criminal and civil RN THIS COMPLET. THE COMPLET.	I the Farm Security a. The information regid to determine the coon of ineligibility for capartment of Justice, fraud statutes, includ TED FORM TO YOU. e, color, national origin, gameans for communicat. Director, Director, Office of Civil in Director, Office of Civil Director, Office of Civil Director, Office of Civil in Communicat.	nd Rural Investment /i juested is necessary is prect parties to the cc ertain program benefi or other State and Fe ling 18 USC 286, 287, R COUNTY FSA OFF	Act of 2002 (Pub. L for CCC to consider in intract. Furnishing the its and other financia deral Law enforceme, 371, 641, 651, 100: FICE. APR billy, political before A	107-171) and and process the offer le requested la assistance ent agencies, and in 1; 15 USC 714m; EIVED 2 9 2004		
SW, Washington, D. C. 20250-9410 or call (202) 720-5964 Original - County Office Co	- 10	an equal opp	Owner's (, , ,	Oper	ator's Copy			

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CRP-1 U.S. DEPART	MENT OF	AGRICULTURE		1. ST. & CO. CC	DE & ADMIN.	2. SIGN-UP NUM	BÉR		
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CONSERVATION RES	ERVE	PROGRAM CO	55 043 5			24			
NOTE: The authority for collecting the following info collection of information without prior OMB approval	ub. L. 107-171. This authory the Paperwork Reduction	3. CONTRACT	NUMBER	4. ACRES FOR E	NROLLMENT				
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7. COUNTY OFFICE ADDRESS (Included)	de Zip Cod	le):		5. FARM NUMB	ER	6. TRACT NUMBE	R(S)		
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				GENERAL		(MM-DD-YYYY)	(MM-DD-YYYY)		
TELEPHONE NUMBER (Include Area	Code):	(608) 723-7697	7	ENVIRONMENT	AL PRIORITY	11-01-2002	09-30-2017		
THIS CONTRACT is entered into between the "Owner", "Operator", and "Tenant", respective Participant agrees to place the designated as is executed by the CCC. The Participant also Participant. Additionally, the Participant and CRP-1, Conservation Reserve Program Continuous to the person. Succeptance or rejection. The terms and continuous THIS CONTRACT PRODUCERS ACKNOWLAPPLICABLE; and, if applicable, CRP-15.	ely) on the creage into agrees to CCC agreed cract (refendations of aditions of creations of aditions of creations of aditions of creations of cr	farm identified above. the Conservation Rese implement on such des e to comply with the ten- red to as "Appendix"). E also agrees to pay such this contract are cont	The undersigned erve Program ("Chingo at the signated acreage ons and conditions by signing below, the liquidated dama the signing below, the signing the si	person or persons ma RP") or other use set by the Conservation Plan contained in this Cont the Participant acknow ages in an amount spec rm CRP-1 and in the C	y hereafter collectively CCC for the stipulated eveloped for such a least, including the Appledges that a copy of cified in the Appendix and CRP-1 Appendix and CRP-1 Appendix and copy of the Appendix and CRP-1 Appendix and content of the Appendix and con	y be referred to as "the contract period from the contract period from the contract period for the contract the Appendix for the fithe Participant with a new addendum the contract period from the	ne Participant". The om the date the Contract by the CCC and the ct, entitled Appendix to applicable sign-up udraws prior to CCC reto. BY SIGNING		
10A. Rental Rate Per Acre	\$_	98.10		cation of CRP Land	(See Page 2 for a	dditional space)			
B. Annual Contract Payment	\$	6,161.00	A. Tract No	. B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share		
C. First Year Payment	\$	5,638.00	7469	600	CP22	21.3	50		
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12. OWNERS, OPERATORS, AND TENANTS A(1). OPERATOR NAME AND ADDRESS (Include Zip Code): THEODORE J. GRISWOLD 10527 COUNTY RD D LIVINGSTON, WI 53554-9722 B(1). OWNER NAME AND ADDRESS (Include Zip Code): THEODORE J. GRISWOLD JR 5922 S. BRUSH CREEK RD STILLWATER, OK. 74074 C(1). NAME AND ADDRESS (Include Zip Code):				(4) SIGNATURE Loclop (3) SOCIAL SECVI (4) SIGNATURE	Leodor J. Fry Web 4/13/04 social secupity Number:				
LINDA L. GRISWOLD 7404 OLD SAUK RD MADISON, WI 53717-1215 13. CCC USE ONLY - Payments according	na A.	SIGNATURE OF CO	(4) SIGNATURE DATE (MM-DD-YY LIMINAL L. UNIS WORLD B. DATE (MM-DD-YY B. DATE (MM-DD-Y						
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the first year pay 12. OWNERS, OPER A(1). OPERATOR NAME A			(2) SH/	ARE	(3) SOCIAL SEC (4) SIGNATURE	CURITY NUMBER:	DATE (MA	M-DD-YYYY)			
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C(1). NAME AND ADDRES	S (Include Zip Code):		(2) SHA	RE	(3) SOCIAL SEC	URITY NUMBER:					
MARY D. GRISWOLD 10527 COUNTY RD D LIVINGSTON, WI 5355	54			o %	(4) SIGNATURE		DATE (MM-DD-YYYY)				
13. CCC USE ONLY - Payre to the shares are approv		A. SIGNATUF	RE OF CO	CC REPRESE	NTATIVE		B. DATE	(MM-DD-YYYY)			
NOTE: The following statemen the following informatio regulations promulgate to enter into a Conserve information is voluntary administered by USDA response to a court may and 31 USC 3729, may	n is the Food Security / d at 7 CFR Part 1410 a ation Reserve Program Failure to furnish the agency. This informati gistrate or administrativ be applicable to the in	Act of 1985, (Pub nd the Internal R Contract, to assi requested inform on may be provice e tribunal. The p ormation provide	L. 99-190 levenue Co ist in deternation will re ded to othe provisions of ed. RETUI	B), as amended a ode (26 USC 62 mining eligibility, esult in determin rr agencies, IRS, of criminal and ci RN THIS COMPL	and the Farm Securii 19). The information and to determine the ation of ineligibility fo Department of Justi vil fraud statutes, inc. ETED FORM TO Y	ly and Rural Investment requested is necessary ecorrect parties to the correct parties to the correct parties to the correct parties and Foluding 18 USC 286, 28 OUR COUNTY FSA OF	Act of 2002 (Pub. L. for CCC to consider contract. Furnishing tifts and other financial ederal Law enforcement, 371, 641, 651, 100 FFICE.	107-171) and and process the offer the requested al assistance nent agencies, and in 15 USC 714m;			
The U.S. Department of Agriculture (U narital or family status. (Not all prohibi ontact USDA's TARGET Center at (2t W, Washington, D. C. 20250-9410 or)2) 720-2600 (Voice and 11	ID). To file a comp	laint of discr	imination, write USL	DA, Director, Office of C	in, gender, religion, age, dis ication of program informat ivil Rights, Room 326-W, W	rability, political Ottials) s ion (mails) large prin (i Initial puiding) 100 Inc	exual orientation, and idiotape, etc.) should lepandance Avenue,			
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TELEPHONE NUMBER (Include Area (Code): (6	08) 723	-7697		GENE ENVIR		L PRIORITY	(MM-DD-YYYY) 11-01-2002	(MM-DD-YYYY) 09-30-2017	
THIS CONTRACT is entered into between the "Owner", "Operator", and "Tenant", respective Participant agrees to place the designated act is executed by the CCC. The Participant also Participant. Additionally, the Participant and CRP-1, Conservation Reserve Program Contiperiod has been provided to such person. Su acceptance or rejection. The terms and contribs CONTRACT PRODUCERS ACKNOWL applicable; and, if applicable, CRP-15.	ely) on the fair reage into the agrees to imp CCC agree to ract (referred ch person als ditions of the	m identified a Conservation of	above. on Reser such desi o the term ndix"). B pay such are conta	The undersigned two Program ("CR gnated acreage to as and conditions y signing below, to liquidated dama ained in this FORMS: (person or pi RP") or other he Conservi contained ii the Participa ges in an ar m CRP-1 ar CRP-1; CRF	ersons may use set by ation Plan d in this Contra int acknowle nount speci ind in the Cl P-1 Append	hereafter collectivel CCC for the stipulat eveloped for such a ect, including the Ap edges that a copy of fied in the Appendix RP-1 Appendix and	y be referred to as "the decontract period fro creage and approved pendix to this Contra the Appendix for the if the Participant with any addendum the um thereto; CRP-2 of	e Participant". The m the date the Contrac by the CCC and the ct, entitled Appendix to applicable sign-up draws prior to CCC reto. BY SIGNING	
10A. Rental Rate Per Acre B. Annual Contract Payment	\$ \$		98.10	A. Tract No.		ield No.	C. Practice No.	D. Acres	E. Total Estimated	
•		· · · · · · · · · · · · · · · · · · ·	38.00	7469	600	17.)	CP22	21.3	Cost-Share	
C. First Year Payment (Item 10C applicable only to	\$	· · · · · · · · · · · · · · · · · · ·		7469	601		CP22	41.5	50	
12. OWNERS, OPERATORS, AN A(1). OPERATOR NAME AND ADDRESS	D TENAN	Code):	(2) SHA	ARE	(3) SOCI.		RITY NUMBER:	DATE (MA	I-DD-YYYY)	
B(1). OWNER NAME AND ADDRESS (In KATHLEEN ANN GRISWOLD 7310 OLD SAUK RD MADISON, WI 53717-1215	clude Zip Cod	de):	(2) SHARE		(3) SOCIA (4) SIGNA		ITY NUMBER:	DATE (MM-DD-YYYY)		
C(1). NAME AND ADDRESS (Include Zip C MARY D. GRISWOLD 10527 COUNTY RD D LIVINGSTON, WI 53554	ode):		(2) SHARE (3) S			L SECUR	TY NUMBER:	DATE (MM	-pp-rrrri -26 04	
 CCC USE ONLY - Payments according to the shares are approved. 	g A. S	IGNATURE	OF CO	CC REPRESEN	ITATIVE		- J SHILIWO	B. DATE	MM-DD-YYYY)	
NOTE: The following statement is made in acc the following information is the Food Se regulations promulgated at 7 CFR Part to enter into a Conservation Reserve Pi information is voluntary. Failure to furn administered by USDA agency. This in response to a court magistrate or admin and 31 USC 3729, may be applicable to	curity Act of 1410 and the ogram Contr sh the reque formation ma istrative tribu	1985, (Pub. I Internal Rev act, to assist sted informal y be provide mal. The pro	L. 99-198 venue Co in deten tion will r d to othe ovisions o	B), as amended a ode (26 USC 610 mining eligibility, a esult in determina or agencies, IRS, of criminal and civ	nd the Farm 9). The info and to deter ation of ineli Department vil fraud stat	Security au mation req mine the co gibility for co of Justice, a utes, includ	nd Rural Investment uested is necessary rrect parties to the c ertain program bene or other State and F ing 18 USC 286, 28:	Act of 2002 (Pub. L. for CCC to consider contract. Furnishing tits and other financial ederal Law enforcem 7, 371, 641, 651, 100	107-171) and and process the offer he requested all assistance ent agencies, and in	
The U.S. Department of Agriculture (USDA) prohibits disc narital or family status. (Not all prohibited bases apply to contact USDA's TARGET Center at (202) 720-2600 (voice SW, Washington, D. C. 20250-9410 or call (202) 720-596	all programs.) a and TDD). To 4 (voice or TDE	Persons with d file a complai	lisabilities nt of discri	who require alternat imination, write USD	ive means for A, Director, C d employer,	communicati	on of program informati Rights, Room 326-W, W	on (Braille, large print, a	idiotape, etc.) should	

ARM-LWR-286(07/02)



Wisconsin Dept. of Agriculture Trade and Consumer Protection Agriculture Resource Management Division

PO Box 8911

Madison, WI 53708-8911

(608)224-4634

THIS AGREEMENT is made and entered into by and between

LCD USE ONLY:

County and landowner(s)

AGREEMENT EXPIRATION DATE: 09-30-2017

FOR DATCP USE ONLY:

DATCP RECEIVED DATE

7/16/02



COUNTY CREP 15 - year AGREEMENT ON LANDS WITH STATE EASEMENT

Sec 93.70. Wis. Stats.

Theodore J. Griswold and Delores Griswold a/k/a Delores A. Griswold, husband and wife		20							
This agreement is to be signed concurrently with the landowner(s') grant of a per	petual conservation easement on the same property. This								

Grant

agreement is complete and valid as of the date signed by the county representative.

FUNDS PAID by the county under this agreement were obtained from a grant from the Wisconsin Department of Agriculture, Trade and Consumer Protection through the sale of tax- exempt general obligation State of Wisconsin bonds, issued under the provisions of s. 93.70 and s. 20.866(2)(wf), Wis. Stats.

FOR AND IN CONSIDERATION of the terms and conditions herein, the parties agree to the provisions as set forth in the following Sections 1, 2, 3 and 4 and any addenda which are annexed and made a part hereof.

NOTE: All signatures must be notarized.
LANDOWNER Juocloro Fisheld 10/31/02 THEODORE J. GRISWOLD DATE DELORES GRISWOLD DATE
DELORES GRISWOLD DATE
State of Wisconsin)
) ss
County of <u>JRANT</u>)
This instrument was acknowledged before me on the 3155 day of OCTOBER, 2002, by THEODORE J. GRISWOLD AND DELORES GRISWOLD
(Please print name of Notary) ALAN NEISES Notary Public, State of WISEONSIN My commission expires(is permanent) MAY 11 2003

		Grant	COUNTY
		By Barb Thow	
		Barb Thompson	, County Conservationist
rate of Wisconsin)		
) ss		
ounty of LRANT	_)	548	
is instrument was acknowl	edged before me on the <u>31</u> d	ay of <i>OLTOBER</i> , 2002 , by _	BARB THOMPSON
		County.	
	7711E for Grant	-	
	1711E for Grant	·	
REPRESENT Claw	Neise		
	Neise	FISES	

SECTION 1A.	COUNTY IN	FORMATION						
NAME OF RE	SPONSIBLE	COUNTY AGENCY			TELEPHONE NUME	BER		
Grant	County	Land & Water Conserv	ation Dept		608-723-6377			
ADDRESS \	W150 Alona Ste	1	CITY	Landcaster	, STAT	E WI	ZIP CODE	53813-2188
NAME OF AU	JTHORIZED F	REPRESENTATIVE	Barb	Thompson				
,								
ENDOR/MO	RTCAGE HO	DLDER SIGNATUR	RES					
000	AGI	Low R	De Pa	I Fami	O so det		10.	-31-02

VENDOR/MORTGAGE HOLDER SIGNATURES	
Jers Bathland Form Codet	10-31-02
	DATE
State of Wisconsin)	
) ss	
County of Grant)	
This instrument was acknowledged before me on the 315th day of October, 2002, by N/A	
Lucisa Zant	
(Please print name of Notary) Teresa Zart	
Notary Public, State of WISCONSIN	
My commission expires(is permanent) 3-18-2003	

SECTION 1B. LANDOWNER INFORMATION

Landowner GRISWOLD THEODORE J/ GRISWOLD DELORES

Phone (608)943-60

10527 CO RD D Address

Percent of Payment 100.00%

LIVINGSTON WI 53554-9722

County Agent Initial: Landowner Initial:

NOTE: ALL MULTIPLE LANDOWNER PERCENTAGE PAYMENTS WILL BE MADE IN THE MANNER INDICATED ABOVE.

CONTRACT PERIOD BEGINS: 10/1/02 CONTRACT EXPIRATION DATE: 09-30-2017 (CRP-1 Start Date) (CRP-1 Expiration Date)

SECTION 2. AGREEMENT

A. The landowner agrees:

- 1. To abide by the terms and conditions of the United States Department of Agriculture (USDA) CRP-1 and its appendix and any addenda and the Conservation Plan previously approved and executed on the designated property, and to install the conservation practice(s) indicated on the approved Conservation Plan, for lands indicated in Exhibit "A". The CRP-1, CRP-1 Appendix and any addenda are hereby included by reference and become a part of this agreement. The federal Conservation Reserve Program agreement with the USDA is a prerequisite to, and underlies, this CREP agreement with the county. Any violation or cancellation of the federal CRP agreement, immediately violates and cancels this agreement.
- 2. To install conservation practice(s) under the specifications and schedule outlined in the Conservation Plan. The Conservation Plan, the construction plan and practice standards, the operation and maintenance plan, and any addenda, are hereby included by reference and become a part of this agreement.
- 3. To operate and maintain the practice(s) and land enrolled under this agreement for the agreement period specified in 1B.
- 4. To operate the practice(s) in such a manner as to avoid water quality problems.
- 5. Not to discriminate against contractors because of age, race, religion, color, handicap, gender, physical condition, developmental disability, or national origin, in the performance of responsibilities under this agreement.
- 6. To acknowledge the right of the county to stop work, or withhold payments for installing practices or payments of any other grant funds, if it is found that the landowner, or construction contractor in their employment, has violated or breached this agreement.
- 7. To provide the county, as applicable, with evidence of payment in full for all services, supplies, and practices performed or installed pursuant to this agreement and the CRP agreement with FSA.
- 8. The county and its employees, officers and agents have the right of ingress and egress from and to the described property across all contiguous lands owned by the landowner for the purpose of exercising all rights and privileges granted herein including the right of inspection. The landowner may provide a designated route as indicated in Exhibit "A" to and from the described property which the county shall use if said route is reasonably convenient.
- 9. To repay incentive payments and payments for practices, immediately upon demand by the county, if the terms of this agreement are not complied with, or the installed practice(s) are not properly maintained, or are not operated in a manner so as to avoid water quality problems. If payback of the grant funds is required by the county within the first five years of this agreement, the payback required will not exceed 1.25 times the incentive payment and any practice payments received from the CREP through the county. If payback is required by the county after the first five years of the agreement, the payback will not exceed 1.15 times the incentive payment and any practice payments received from the CREP through the county. Repayment of grant funds shall not be required if a practice(s) is rendered ineffective during the specified agreement period due to circumstances beyond the control of the landowner. However, the landowner must promptly replace the practice(s) without any additional practice payments or incentive payments under this agreement or the Wisconsin CREP.

B. The county agency agrees:

- 1. To provide technical assistance as it determines appropriate for the design, construction, and installation of conservation practice(s) required under the Conservation Plan, according to applicable NRCS standards.
- To provide incentive payments up to the amount specified in Section 4., for land specified in Section 3A., enrolled in CREP, to the landowner, upon execution of this agreement with all required attachments. Incentive payments are contingent on receiving funding from DATCP.
- 3. To provide practice payments for installing the CREP practices, up to the amount specified in Section 3A., to the landowner, upon certification that the practice(s) are complete and paid in full. Practice payments are contingent on receiving funding from DATCP.
- 4. To use the most cost-effective method to achieve program objectives.
- 5. To coordinate the CREP eligibility, and any unanticipated changes in practice components and costs, with the USDA FSA.
- 6. To promptly request funding under the provisions of the Wisconsin CREP contract with DATCP to facilitate timely payments to the landowner under paragraphs B2. and B3. above.
- 7. To promptly forward originals or copies of all documents to FSA and/or DATCP, as applicable, under the provisions of the Wisconsin CREP.
- 8. To collect and retain copies of all documents as proof of payment to the contractors and make these copies available to DATCP upon request. These documents may be obtained from FSA based on FSA's contract with the landowner for CRP. These must be in the form of invoices marked "paid in full", or canceled checks.
- 9. To retain all documents resulting from this agreement for a minimum of three years beyond the end of the agreement period.

C. The parties agree that:

- 1. The county will report any violations of this agreement or the federal CRP agreement to FSA and DATCP. Any cancellation of the federal agreement by USDA, brought to the attention of the county, will also be reported to DATCP by the county. The county or DATCP may seek repayment of funds up to the maximum authorized under paragraph A9.
- 2. Satisfactory evidence of completion of a conservation practice will consist of a fully approved and executed USDA AD-862 form received by the county.
- 3. This agreement may be amended, by mutual written agreement of the parties, during its term, if the proposed changes will provide adequate vegetation and equal or greater control of water pollution or wildlife habitat.

D. Landowner appeal rights:

The landowner may appeal any decision of the county, regarding this grant, to the county in writing. The county corporation counsel will determine if the landowner is eligible for a hearing under chapter 68, Wis. Stats.

SECTION 3. LOCATION AND PAYMENT INFORMATION

1/41/4

SE

NW

SE

ΝE

SE

SW

66.00

3A. NRCS LOCATION ID 43TGRISWOL

<u>Municipality</u> TOWN OF BLOOMFIELD

TOWN OF CLIFTON TOWN OF CLIFTON

TOWN OF CLIFTON

TOWN OF CLIFTON

TOWN OF CLIFTON

TOWN OF CLIFTON

TOWN OF CLIFTON

3C. NON-TILLABLE

3D. TOTAL ACRES

3B. TILLABLE

WOL	D001			Practice: CP 22										
1/4	Section	Township	Range	Parcel Tax	ID Acres									
NE	20	5N	1W	012-401-0000										
NE	20	5N	1W	012-406-0000										
NW	21	5N	1W	012-425-0000										
NW	21	5N	1W	012-427-0000										
SW	21	5N	1W	012-429-0000										
SW	21	5N	1W	012-432-0000										
NE	21	5N	1W	012-421-0000		8.50								
	-			Total Acrea	je	8.50								
0.00	x	\$0.00	x	12 =	\$0.00									
8.50	x	\$66.00	x	12 =	\$6,732.00									

3E. INCENTIVE PAYMENT

3F. ESTIMATED PRACTICE PAYMENT

0.00

3A, NRCS LOCATION ID 43TCRISWOLD001

SIN TIMES ECCITION ID	43 I GIU	3 W OLL	7001							
Municipality	1/41/4	1/4	Section	Township	Range	Par	cel Tax ID	Acres	\$	
TOWN OF CLIFTON	SE	NW	21	5N	1W	012-427-0	000		13.90	
						Tot	al Acreage		13.90	
3B. TILLABLE		0.00	х	\$0.00	x	12 =	-	\$0.00		
3C. NON-TILLABLE		13.90	x	\$66.00	x	12	=	\$11,008.80		
3D. TOTAL ACRES		66.00			3E. INCENTI	VE PAYMEN	Τ	\$11,008.80		
3F. ESTIMATED PRACTICE I	PAYMENT			0.00						

3A. NRCS LOCATION ID	43TGRIS	SWOLD	0001	Practice: CP 22							
Municipality	1/41/4	1/4	Section	Township	Range		Parcel Tax ID	Acre	S		
TOWN OF CLIFTON	NE SW 21			5N	1W	012-	429-0000		14.10		
							Total Acreage		14.10		
3B. TILLABLE		0.00	x	\$0.00	x	12	=	\$0.00			
3C. NON-TILLABLE		14.10	x	\$66.00	x	12	=	\$11,167.20			
3D. TOTAL ACRES		66.00			3E. INCENTI	VE PA	YMENT	\$11,167.20			
3F. ESTIMATED PRACTICE	PAYMENT			0.00							

24 NDCS LOCATION ID ASTODISWOI DOOL

43TGRIS	WOLD	001		Practice: CP 22						
1/41/4	1/4	Section	Township	Range		Parcel Tax ID	Acres			
			5N	1W	012-	432-0000		5.00		
						Total Acreage		5.00		
	0.00	x	\$0.00	х	12	=	\$0.00			
	5.00	x	\$66.00	x	12	=	\$3,960.00			
	66.00			3E. INCENTI	VE PA	YMENT	\$3,960.00			
PAYMENT			0.00							
	1/41/4 SE	1/41/4 1/4 SE SW 0.00 5.00 66.00	SE SW 21 0.00 x 5.00 x 66.00	1/41/4 1/4 Section Township SE SW 21 5N 0.00 x \$0.00 5.00 x \$66.00	1/41/4 1/4 Section Township Range SE SW 21 5N 1W 0.00 x \$0.00 x 5.00 x \$66.00 x 66.00 3E. INCENTION	1/41/4 1/4 Section Township Range SE SW 21 5N 1W 012-4 0.00 x \$0.00 x 12 5.00 x \$66.00 x 12 66.00 3E. INCENTIVE PAY	1/41/4 1/4 Section Se	1/41/4 1/4 Section SE Township SE Range SE Parcel Tax ID SE Acres SE 0.00 x 5.00 x \$0.00 x 12 = \$0.00 5.00 x \$66.00 x 12 = \$3,960.00 66.00 3E. INCENTIVE PAYMENT \$3,960.00		

County Agent Initial: C Ch Landowner Initial:

\$6,732.00

Practice: CP 22

3A. NRCS LOCATION ID 43TGRISWOLD002

Practice: CP 22

Municipality	1/41/4	1/4	Section	Township	Range		Parcel Tax ID	Acres	
TOWN OF CLIFTON	NW	NW NW		5N	1W	012-425-0000			1.80
							Total Acreage		1.80
3B. TILLABLE		0.00	x	\$0.00	x	12	=	\$0.00	
3C. NON-TILLABLE		1.80	x	\$66.00	x	12	=	\$1,425.60	
3D. TOTAL ACRES		66.00		3	BE. INCENTI	VE PAYN	MENT	\$1,425.60	
3F. ESTIMATED PRACTICI	E PAYMENT			0.00					

3A. NRCS LOCATION ID 43TGRISWOLD002

Practice: CP 22

				_							
Municipality	1/41/4	1/4		Section	Township	F	Range		Parcel Tax ID	Acres	3
TOWN OF CLIFTON	SW	NW		21	5N		1W	012	426-0000		12.00
									Total Acreage		12.00
3B. TILLABLE		0.00	x		\$0.00	х		12	=	\$0.00	
3C. NON-TILLABLE		12.00	x		\$66.00	x		12	=	\$9,504.00	
3D. TOTAL ACRES		66.00				3E. II	CENTIV	E PA	YMENT	\$9,504.00	
3F. ESTIMATED PRACTICE PAY	YMENT				0.00						

3A. NRCS LOCATION ID 43TGRISWOLD002

Practice: CP 22

43 I GKIS	WOLL	JUU4		Tractice. Cr 22						
1/41/4	1/41/4 1/4 Sect		Township	Range	Parcel Tax ID	Acres				
NE	NE	20	5N	1W	012-401-0000		6.40			
					Total Acreage		6.40			
	0.00	x	\$0.00	x	12 =	\$0.00				
	6.40	x	\$66.00	x	12 =	\$5,068.80				
	66.00			BE. INCENT	VE PAYMENT	\$5,068.80				
PAYMENT			0.00							
	1/41/4	1/41/4 1/4 NE NE 0.00 6.40 66.00	NE NE 20 0.00 x 6.40 x 66.00	1/41/4 1/4 Section Township NE NE 20 5N 0.00 x \$0.00 6.40 x \$66.00	1/41/4 1/4 Section Township Range NE NE 20 5N 1W 0.00 x \$0.00 x 6.40 x \$66.00 x 66.00 3E. INCENTION	1/41/4 1/4 Section Township Range Parcel Tax ID NE NE 20 5N 1W 012-401-0000 Total Acreage 0.00 x \$0.00 x 12 = 6.40 x \$66.00 x 12 = 66.00 3E. INCENTIVE PAYMENT	1/41/4 1/4 Section Township Range Parcel Tax ID Acres NE NE 20 5N 1W 012-401-0000 Total Acreage 0.00 x \$0.00 x 12 = \$0.00 6.40 x \$66.00 x 12 = \$5,068.80 66.00 3E. INCENTIVE PAYMENT \$5,068.80			

3A. NRCS LOCATION ID 43TGRISWOLD002

Practice: CP 22

DIN THEOD ECCHITOTI IS	43 I GIG	GRIS WOLDOUZ						
Municipality	1/41/4	1/4	Section	Township	Range	Parcel Tax ID	Acres	
TOWN OF CLIFTON	SE	NE	20	5N	1W	012-406-0000	1.10	
						Total Acreage	1.10	
3B. TILLABLE		0.00	x	\$0.00	x	12 =	\$0.00	
3C. NON-TILLABLE		1.10	x	\$66.00	x	12 =	\$871.20	
3D. TOTAL ACRES		66.00			3E. INCENTI	VE PAYMENT	\$871.20	
3F. ESTIMATED PRACTICE	PAYMENT		8)	0.00				

County Agent Initial: Landowner Initial:

SECTION 4. CERTIFICATION AND PAYMENT REQUEST

I certify that a copy of the following forms are enclosed, and that the lands indicated on the Conservation Plan match those on the executed 15 - Year Agreement.

CRP-1
Perpetual Conservation Easement
Landowner check for recording fee
Environment benefit report

Copies of proof of payment for the payment for the title search fees and other eligible costs

I hereby request, on behalf of the county, the following funds which represent the CREP incentive payment for this 15 - year agreement, and reimbursement for eligible costs:

TOTAL INCENTIVE PAYMENT: (Add all 3Es)	\$49,737.60			
TITLE SEARCH FEES	595.00 \$385.00 \$585.00 10131 pa			
RECORDING FEES	\$39.00			
OTHER REIMBURSABLE COSTS	\$0.00			
Specify	50,371.60 \$50,361.60 }			
TOTAL:	\$50,161.60 10131/02			

Sachard H. Thompton SIGNATURE OF AUTHORIZED COUNTY REPRESENTATIVE

CREP DATA SHEET

Agreement No. 543

Extension No. 0

County Grant

Owner Information

Owner Type Joint

GRISWOLD THEODORE J/ GRISWOLD DELORES

10527 CO RD D

LIVINGSTON WI 53554-9722

(608)943-6027

FSA Information

FSA Farm Number

3634

FSA Tract Number

7469

CRP 2 Number

1832

Important Dates

State Received Date

7/16/2002

Date Entered

9/25/2002

CRP 1 Start Date

Monitoring Date

10/1/2002

CRP 1 Expiration Dat

11/1/2002 9/30/2017 Contract Status

Contract Type

Perpetual

Status Description

Transferred

Easement Holder

DATCP

Payment Information

Payment ID	Invoice ID	Payment Type	DOC ID	Invoice Date	Sta	atus Desc	Amount
722	788	Incentive	37000001087	11/27/2002	Pai	d	\$49,737.60
885	788	TitleSearch	37000001087	11/27/2002	Pai	d	\$595.00
886	788	ROD	37000001087	11/27/2002	Pai	d	\$39.00
2597	1918	Cost Share	47000000305	8/4/2003	Pai	d	\$937.20
2598	1918	Cost Share	47000000305	8/4/2003	Pai	d	\$6,152.40
						Total Payment	\$57,461.20

Parcel Information

Municipality	1/41/4	1/4	Section	Township	Range	Parcel Tax ID	Acres
TOWN OF CLIFTON	NE	NE	20	5N	1W	012-401-0000	
TOWN OF CLIFTON	SE	NE	20	5N	1W	012-406-0000	
TOWN OF CLIFTON	NW	NW	21	5N	1W	012-425-0000	
TOWN OF CLIFTON	SE	NW	21	5N	1W	012-427-0000	
TOWN OF CLIFTON	NE	SW	21	5N	1W	012-429-0000	
TOWN OF CLIFTON	SE	SW	21 -	5N	1W	012-432-0000	
TOWN OF CLIFTON	SW	NE	21	5N	1W	012-421-0000	0.00
TOWN OF CLIFTON	SE	NW	21	5N	1W	012-427-0000	0.00
TOWN OF CLIFTON	NE	SW	21	5N	1W	012-429-0000	0.00
TOWN OF CLIFTON	SE	SW	21	5N	1W	012-432-0000	0.00
TOWN OF CLIFTON	NW	NW	21	5N	1W	012-425-0000	0.00
TOWN OF CLIFTON	SW	NW	21	5N	1W	012-426-0000	0,00
TOWN OF CLIFTON	NE	NE	20	5N	1W	012-401-0000	0.00
TOWN OF CLIFTON	SE	NE	20	5N	1W	012-406-0000	0.00
						Total Acreage	0.00

Practice Information

PracticeID	NRCS ID	Acres Tillable	Tillable Rate	Acres NonTillable	Non Tillable Rate	H-2 Value
CP 22	43TGRISWOLD001	0.00	0.00	8.50	66.00	0.00
CP 22	43TGRISWOLD001	0.00	0.00	13.90	66.00	0.00
CP 22	43TGRISWOLD001	0.00	0.00	14.10	66.00	0.00

CREP DATA SHEET

	Total Acreage:	0.00	Total Acreage:	62.80		
CP 22	43TGRISWOLD002	0.00	0.00	1.10	66.00	0.00
CP 22	43TGRISWOLD002	0.00	0.00	6.40	66.00	0.00
CP 22	43TGRISWOLD002	0.00	0.00	12.00	66.00	0.00
CP 22	43TGRISWOLD002	0.00	0.00	1.80	66.00	0.00
CP 22	43TGRISWOLD001	0.00	0.00	5.00	66.00	0.00

Comment

Comment ID	Date	Content	Comment Text
37	10/29/2002		Theodore J. Griswold and Delores Griswold a/k/a Delores A. Griswold,
			husband and wife
515	4/30/2004	Others	62.80 ACRES TO MARY D. GRISWOLD, KATHLEEN A. GRISWOLD,
			THEODORE J. GRISWOLD, AND LINDA LEE GRISWOLD.

Tuesday, August 17, 2004

Page 2 of 2



Wisconsin CREP Perpetual Conservation Easement Provisions



The purpose of the Conservation Reserve Enhancement Program (CREP) easement is to preserve, enhance, restore and maintain the natural features and ecological value of the premises. The landowners have agreed to comply with all provisions under the easement in addition to the concurrent federal CRP contract during its term. Provisions listed in this document apply only to land enrolled in the easement program and defined within the easement document.

LANDOWNER(S) RESPONSIBILITIES:

- Landowners shall maintain the conservation practice as defined in the Conservation plan originally established for the CREP easement, unless amended and approved by LCC and DATCP.
- Landowners shall notify DATCP in writing of names and addresses of any party to whom the premises is granted or conveyed at or prior to the time the transfer is consummated.
- Landowners agree to ensure the restoration of any features or vegetation, installed or maintained according to the
 conservation plan, which are destroyed, damaged, or in any way altered from the stated terms of the conservation
 easement. All restoration activities must be approved by DATCP or the County.
- No right of passage across the premises is to be allowed or granted.
- Existing tiles draining lands outside the premises may be maintained/replaced by the landowners.
- Fences established for CREP must be maintained by the landowner.

LANDOWNER(S) LANDUSE ACTIVITY OPTIONS/RIGHTS:

Activity	Never Allowed	Allowed with DATCP & LCC Approval	Allowed	
Property Uses				
Sell, lease, give or convey property			X	
Control Right of Access			X	
Use premises as collateral for loan	10		X	
Maintain existing structure or roads			X	
Alter Vegetation *		X		
Alter Water Movement	X			
Agricultural and Economic Uses			2061 5285245	
Haying*		X		
Pasture*		X		
Timber Harvest*		X		
Plant Agricultural Crops for Wildlife*		X		
Mow or spray with chemicals*		X		
Game Farm, Deer Farm or Fur Farm	X			
Confined Animal Facility	X			
Dump or store of garbage, manure, sewage, compost or other material	X			
Storage of Vehicles or Machinery		X		
Extract minerals, gas & oil with extraction activities outside property			X	
Shooting Preserve	X			
Recreational and Hunting Uses				
Hunt, fish, hike for personal use, family members or guests			X	
Charge fee to hunt or fish for guests			X	
Dog Training			X	
Hunting Blinds or Stands - Temporary			X	
Hunting Blinds or Stands - Permanent	X			
Recreational Vehicle	X			
New Building and Construction Uses				
Structures, buildings or docks	X			
Construction of new roads, trails, paths or widening existing roads	X			
Commercial, industrial, or multiple dwelling activity	X			
Mobile Home or Trailer	X			
Sanitary Facilities	X			
Underground storage tanks	X		1	
Billboard, sign or advertising structure	X		1	
Grading	X			
Drainage	X			
Place Fill Material	X			
Create Ponds		X D1 C t - I 1 C -	1	

^{*} Must be included specifically as part of the conservation plan approved or amended by DATCP and County Land Conservation Committee (LCC). See "How to Amend a CREP Conservation Plan" section.

RIGHTS OF THE STATE & COUNTY:

Activity	With Landowner Consent	WITHOUT Landowner consent
Establish or Restore Boundaries		X
Manage Vegetation	X	
Protect from Erosion	X	
Manage Fish and Wildlife Habitat	X	
Ingress & Egress		X
Manage Conservation Plan		X

HOW TO AMEND A CREP CONSERVATION PLAN

DATCP may authorize the use of the easement area for compatible economic uses at the expiration of the USDA FSA CRP-1 contract period in the applicable Conservation Plan. Compatible use authorizations will only be made if, upon a determination by DATCP the proposed use is consistent with the long-term protection of the CREP easement area. DATCP along with USDA NRCS shall prescribe the amount, method, timing, intensity and duration of the compatible use(s) in a revised Conservation Plan. In addition, any conservation plan used to achieve the purpose of this easement must be approved by the County Land Conservation Committee (LCC) and the landowners, and becomes part of this easement by reference.

The amendment must be agreed upon by all CREP partners (NRCS, DATCP and LCC) and any amended practice must follow the provisions in the CREP easement document. The process for amending the conservation plan is described below.

Process:

- 1) Landowner works with NRCS and/or LCD to determine the appropriate amendments to the conservation plan.
- 2) NRCS and/or LCD along with Landowner draft a new conservation plan (to replace existing conservation plan)
- 3) Landowner requests update to conservation plan as an agenda item for approval by LCC.
- 4) Landowner submits the following to DATCP
 - a. A letter of intent to amend the conservation plan along with rationale from the landowner.
 - Copy of proposed amended conservation plan with associated documents (maps, descriptions, grazing plan, etc)
 - c. Proof of approval by the LCC of the conservation plan amendment. Copy of minutes or letter from chair.
- 5) DATCP reviews materials submitted by landowner and either approves or denies request.
- 6) DATCP sends letter to landowner (copies County) with result of the review.
- 7) LCD and DATCP update the records on file for the CREP easement with either a copy of the amended conservation plan with approval letter or copy of the denial letter. Also include in file copies of all materials submitted by landowner for review.

Agricultural Use Amendment Option/Limitations:

<u>Having:</u> Vegetation must not be cut lower than 6 inches in length. Must be done outside the nesting season (May 15 – July 31) and only once in a 12-month period.

Grazing: Vegetation must not be cut lower than 6 inches in length. Must comply with a NRCS certified grazing plan approved by LCC and DATCP. Only on a periodic basis.

Managed Timber Harvest: Must be according to a NRCS certified forest management plan approved by LCC and DATCP.

Mow or Spray Chemicals: As necessary to comply with noxious weed control and to control pests on an emergency basis when such controls are necessary to protect public health.

For Questions Contact:

WI Department of Agriculture, Trade and Consumer Protection, CREP Program Manager, 608-224-4632