313691

Document Number

CORRECTION
CONSERVATION EASEMENT
WARRANTY DEED

Document Title

RECORDED
Dodgeville WI 53533

FEB 2 2010
3:45 O'CLOCK P M
DIXIE L. EDGE, Iowa Co. Register of Deeds

Recording Area

Name and Return Address
Driftless Area Land Conservancy
338 N Iowa Street
Dodgeville, WI 53533

Parcel identification Number:
List Tax IDs here

250040731, 250040732, 250040733, 250040734, 250040734.A, 250040735, 250040736, 250040737, 250040738, 250040739, 250040740, 250040741, 250040742, 250040743, 250040761

FARM AND RANCH LANDS PROTECTION PROGRAM
WISCONSIN #73-5F48-7-068

THIS **CORRECTION CONSERVATION EASEMENT WARRANTY DEED** is made by and between **THE SCHUELKE FAMILY TRUST (dated May 23, 2006) William W Schuelke and Phyllis C. Schuelke, Trustors and/or Trustees,** of 3600 County Road T, Barneveld, Wisconsin 53507 **GRANTORS,** and the **DRIFTLESS AREA LAND CONSERVANCY, INC.,** a Wisconsin non-profit organization (also referred to herein as "**Local Grantee**"), with an address of 338 N Iowa Street, Dodgeville, Wisconsin 53533 and **THE UNITED STATES OF AMERICA,** Washington, D.C. (referred to herein as the "**United States**"), acting herein by and through the **UNITED STATES DEPARTMENT OF AGRICULTURE** (USDA), **NATURAL RESOURCES CONSERVATION SERVICE** (NRCS), 14TH and Independence Avenue SW, Washington, DC 20250, which is the acquiring Federal agency on behalf of the **COMMODITY CREDIT CORPORATION** (CCC), pursuant to the provisions of the **Federal Farm and Ranch Lands Protection Program** [FRPP] (16USC 3838 h-i), **GRANTEES.**

WHEREAS, the United States of America acquired a Farm and Ranch Lands Protection Program Easement No. 73-5F48-7-068 from The Schuelke Family Trust by Warranty Deed on October 8, 2009, and was recorded on October 9, 2009, as Doc. No. 311931, Vol. 868, page 230 in the Iowa County Register of Deeds.

EXCEPT FOR THE CHANGE OF THE SUM CONSIDERATION OF FUNDING PROVIDED BY THE UNITED STATES, THE SAID WARRANTY EASEMENT DEED FROM THE SCHUELKE FAMILY TRUST DATED OCTOBER 8, 2009 AND RECORDED ON OCTOBER 9, 2009 AS DOC. NO. 311931, Vol. 868, page 230 IN THE IOWA COUNTY, WISCONSIN REGISTER OF DEEDS, REMAINS UNCHANGED IN ALL OTHER REPSECTS.

CONSERVATION EASEMENT – CORRECTION WARRANTY DEED

Schuelke Easement

Farm and Ranch Lands Protection Program
Wisconsin #73-5F48-7-068 (The Schuelke Family Trust)

This CORRECTION WARRANTY EASEMENT DEED (referred to hereinafter as the "Easement") is made this 26 day of JANUARY, 2010, by **THE SCHUELKE FAMILY TRUST DATED MAY 23, 2006, William W Schuelke and Phyllis C. Schuelke, Trustors and/or Trustees,** of 3600 County Road T, Barneveld, Wisconsin 53507 **GRANTORS**, and the **Driftless Area Land Conservancy, Inc.**, a Wisconsin non-profit organization (also referred to herein as "**Local Grantee**"), with an address of 338 N Iowa Street, Dodgeville, Wisconsin 53533 and **The United States of America,** Washington, D.C. (referred to herein as the "**United States**"), acting herein by and through **the United States Department of Agriculture** (USDA), **Natural Resources Conservation Service** (NRCS) on behalf of the **Commodity Credit Corporation** (CCC), **GRANTEES.**

Witnesseth:

Purposes and Intent. The purpose of this Correction Deed to change the sum consideration of funding provided by the United States in the Conservation Easement-Warranty Deed dated October 9, 2009, as Doc. No. 311931 in the Iowa County, Wisconsin Register of Deeds. There is no change in acreage which remains 547.8 acres.

Authority. This correction easement deed acquisition is authorized by the United States of America, acting by and through the United States Department of Agriculture, Natural Resources Conservation Service which is the acquiring Federal agency on behalf of the Commodity Credit Corporation, pursuant to the provisions of the Federal Farm and Ranch Lands Protection Program [FRPP] (16 USC 3838 h-i).

For the purposes of interpreting this Conservation Easement Deed, the Grantors, who are the current fee title Owners, will be referred to as the "**GRANTOR**" throughout this Easement Deed. Driftless Area Land Conservancy, Inc. will be referred to as the "**LOCAL GRANTEE**" and the United States will be referred to as the "**UNITED STATES**" or "**FEDERAL GRANTEE**" throughout this Easement Deed. The Local Grantee and the United States are referred to collectively herein as the "**EASEMENT HOLDERS**" OR "**GRANTEES**" except when otherwise specified. The Grantors and Grantees are collectively referred to as the "**PARTIES**". All the parties hereto agree for themselves, their heirs, successors and assigns, that this deed may be introduced in any enforcement proceeding as the stipulation of the parties hereto.

NOW THEREFORE, for and in total consideration of the sum of **Seven Hundred Eighty-six Thousand Six Hundred Fifty and No/1.00 Dollars ($786,650.00); Four Hundred Twenty-two Thousand Five Hundred and No/1.00 Dollars ($422,500.00) being paid by the United States; and Three Hundred Sixty-Four Thousand One Hundred Fifty and No/1.00 Dollars ($364,150.00)** being paid by the Local Grantee from a grant made by the

Recording Area

Name and Return Address:
Driftless Area Land Conservancy
338 N Iowa Street
Dodgeville, WI 53533

Parcel identification Number:
List Tax IDs here

250040731, 250040732, 250040733, 250040734, 250040734.A, 250040735, 250040736, 250040737, 250040738, 250040739, 250040740, 250040741, 250040742, 250040743, 250040761

Consideration, acreage description checked:
PJ

Reservation, exception, easement checked:
PJ

State of Wisconsin, Department of Natural Resources, the Grantors hereby GRANT and CONVEY with general warranty of title to the GRANTEES and their assigns, forever, a perpetual Conservation Easement and interest in real property in, to, over and upon the property described in Exhibit "A" attached hereto and made a part hereof, being **547.8 acres**, together with a permanent appurtenant right of motor vehicle access to said Conservation Easement area from County Road T. The purposes, scope, terms, conditions, land use rights and restrictions and property interests of the Conservation Easement are as set forth in this Conservation Easement Deed.

The acquiring Federal Agency is the U.S.D.A., Natural Resources Conservation Service.

RECITALS

A. **Property.** The Grantors are the sole owners in fee simple, holding both a legal and equitable interest in title, of approximately **547.8** acres of real property in Iowa County, Wisconsin (hereinafter the "Property"), which is legally described in Exhibit A, and depicted on a map shown in Exhibit B (hereinafter the "Property Map"). If there is any discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail. Both exhibits are attached to this Easement Deed and incorporated by this reference.

Portions of the Property have been designated as Farmstead Areas to establish certain uses and management conditions within those areas. There are the "North Farmstead Area" and the "South Farmstead Area" which are delineated on the Property Map and further described in Exhibit C, attached hereto and made a part hereof.

B. **Conservation Values.** The Property, in its present state, has significant agricultural, natural, ecological, habitat, scientific, scenic, geological, archaeological, recreational, educational, forestry and open space values (collectively, "Conservation Values") of importance to the Grantors, Grantees, and people of Wisconsin. In particular:

- The Property contains approximately **547.8 acres of land**, of which approximately **274 acres (50.1%)** have been classified as Prime and Important Farmland by the Natural Resources Conservation Service, United States Department of Agriculture.

- Most of the Prime and Important Farmland is currently used for the production of row crops. There are other relatively large farms in the area which allow for viable agriculture including dairy, beef and row crop production.

- The Property lies within the Military Ridge Prairie Heritage Area (MRPHA) and is identified as an area of statewide and regional conservation significance through the Wisconsin Department of Natural Resources' Land Legacy Report, the U.S. Department of Agriculture's Conservation Reserve Enhancement Program, and The Nature Conservancy's Prairie-Forest Border Ecoregional Plan because it represents one of the best opportunities in the Upper Midwest to protect prairie communities and area-sensitive grassland species, such as migratory grassland birds.

- The Property contains approximately **88 acres** of biologically diverse and prairie and oak savanna habit including several state listed species and successfully reproducing, state endangered Regal Frittillary Butterfly.

- The Property contains significant grassland habitat and provides an ideal buffer for the nearby Barneveld Prairie State Natural Area Preserve and the Muellenher Addition to that nature preserve. Development beyond what is allowed for in this Easement would negatively impact the Property and adjacent habitats as well.

- The Property is clearly visible to the public while driving on County Highway T and to visitors to nearby Barneveld Prairie State Natural Area Preserve.

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

C. **Baseline Documentation.** The condition of the Property is further documented in an inventory of relevant features, characteristics and Conservation Values. The baseline inventory report, dated July 24, 2009, consists of reports, maps, and photographs, and is included in Exhibit D, attached hereto and made a part hereof. The Parties agree that the Baseline Inventory Report provides an accurate representation of the condition of the Property at the time of conveyance of this Easement and which is intended to serve as an objective, but not exclusive, information baseline for monitoring compliance with the terms of this Easement Deed. The Grantors and Grantees agree, for themselves, their successors and assigns, that this Easement Deed along with the Baseline Documentation and inventory of relevant features may be introduced in any enforcement proceeding as the stipulation of the Parties hereto.

D. **Public Policies.** Protection of the Conservation Values of the Property will serve the following public policies:

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

- The Farm and Ranch Lands Protection Program (16 USC 3838h-i), a program administered by the United States Department of Agriculture, Natural Resources Conservation Service, on behalf of the Commodity Credit Corporation, which provides funds for the purchase of conservation easements with prime, unique and other productive soil for the purpose of protecting topsoil by limiting conversion to non-agricultural uses of the land.

- Section 23.09 (20m) of the Wisconsin Statutes and Chapter NR 51 (940-946) of Wisconsin Administrative Code, which allow the Wisconsin Department of Natural Resources to award grants to eligible sponsors to acquire development rights in land for nature-based outdoor recreation. The Wisconsin Department of Natural Resources has identified protection of the Conservation Values of the Property as a priority for funding under this grant program. Under the Acquisition of Development Rights Program, the Wisconsin Department of Natural Resources is able to limit the amount of residential development.

E. **Qualified Organization.** The Local Grantee is qualified to hold conservation easements under Section 700.40(1)(b) of the Wisconsin Statutes and is also a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the

regulations promulgated thereunder. Further, the Local Grantee is an organization which is qualified to receive funds under the Farm and Ranch Lands Protection Program for part of the cost of acquiring this Conservation Easement, in accordance with the Cooperative Agreement between the United States of America, Commodity Credit Corporation and the Local Grantee, Agreement Number 73-5F48-7-068, dated July 26, 2007, revised September 10, 2008, amended February 22, 2009 and amended June 16, 2009.

F. **Conservation Intent**. The Grantors and Grantees share the common purpose of protecting topsoil by limiting conversion to non-agricultural uses of the land, ensuring that the agricultural capacity of the soils remains viable for future generations, and protecting the Conservation Values of the Property in perpetuity. By Conveyance of this Conservation Easement, the Grantors intend to place restrictions on the use of the Property to protect the topsoil for future agricultural use and to protect the Conservation Values. The Grantors further intend to convey to the Grantees, and the Grantees agree to accept, the right and duty to monitor and enforce these restrictions in order to enhance and protect the Property for the benefit of this generation and generations to come.

GRANT OF CONSERVATION EASEMENT

In consideration of the facts recited above, the mutual covenants contained in this Conservation Easement Deed, and in further consideration of the sum of **Seven Hundred Eighty-six Thousand Six Hundred Fifty and No/1.00 Dollars ($786,650.00);** and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 700.40 of the Wisconsin Statutes, the Grantors hereby voluntarily grant and convey to Grantees, a Conservation Easement (herein the "Easement"), the terms of which are set forth hereinafter, in perpetuity over, in, upon and to the Property together with a right of reasonable access thereto. Reasonable access is specifically defined as the right of the Grantees to enter the property at reasonable times, upon no less than twenty-four (24) hours notice to the Grantors, EXCEPT the Local Grantee may not inspect the property during any fall deer hunting season. Access is limited to entry onto the property by the Easement Holders or their agents solely for purposes of inspection to confirm that the Landowner is complying with the terms of this Easement Deed, and shall be strictly limited to access only for the purposes stated herein.

The Grantors acknowledge that **Four Hundred Twenty-two Thousand Five Hundred and No/1.00 Dollars ($422,500.00)** for the acquisition of this conservation easement has been provided by the United States, under the authority of the Farm and Ranch Lands Protection Program (16 USC 3838 h-i), and thus entitles the United States to the rights and duties identified herein including a real property easement interest in the "Property".

The Grantors further acknowledge that **Three Hundred Sixty-Four Thousand One Hundred Fifty and No/1.00 Dollars ($364,150.00)** for the acquisition of this conservation easement has been provided by the Wisconsin Department of Natural Resources (also referred to herein as "WDNR"), under the authority of the Knowles-Nelson Stewardship Program (Wisconsin Statutes 23.09) and thus entitles the WDNR to the rights identified herein. This Easement Deed consists of the following terms, rights and restrictions:

1. **Purpose.** The Purpose of this Easement is to protect topsoil by limiting conversion to non-agricultural uses of the land, ensure that the agricultural capacity of the soils remains viable for future generations, and to protect the Property in perpetuity in its predominantly agricultural, natural, scenic, forested, and open space condition, and to prevent any use of the Property that will adversely impact or interfere with the protection of its Conservation Values, in order to maintain the Property for the benefit of future generations and to prevent any use of the Property that is inconsistent with these purposes (hereinafter "Conservation Purposes"). The Property shall be used only for agriculture, silviculture, natural area protection, recreation, restoration, open space, and such other limited uses as are expressly permitted in this Easement Deed. All other uses not expressly reserved by the landowners are prohibited. The Grantors intend that this Easement Deed will confine the use of the Property to activities that are consistent with the Purpose of the Easement, excepting those rights that are expressly reserved to the Grantors.

2. Restrictions, Prohibited Uses and Certain Reserved Rights of the Grantors.
Any activity on or use of the Conservation Easement Area described in Exhibit "A" attached which in the opinion of Grantees is inconsistent with the expressed "Purposes" of this Conservation Easement Deed or which may otherwise be detrimental to the "Conservation Values" set forth herein including, but not limited to, those activities and uses set forth immediately hereinafter is expressly prohibited. Notwithstanding the foregoing included in the following provisions, which identify activities and uses that are expressly prohibited, are some rights that are expressly reserved to the Landowner.

2.1 Animals. The Property may not be used as a game farm, shooting preserve, fur farm or deer farm licensed under Chapter 169 of the Wisconsin Statutes, as that Chapter may be amended from time to time. However, this limitation shall not prohibit the Landowner from rearing fish or game birds for sale or restocking. Poultry, cattle, horses and other livestock shall not be allowed on the Property except as provided below.

Livestock and other animals associated with domestic and commercial agricultural activities of the Grantors shall be owned, raised and managed in accordance with the Conservation Plan required by section 2.7(c) of this Easement Deed.

For the purposes of this Easement, livestock means farm animals that are kept for human use or raised for sale or profit, including, but not limited to, bovine animals, sheep, goats, swine, poultry, llamas, ostriches, emus, rabbits and equine animals. Livestock does not include small domestic pets, such as dogs and cats that are customarily permitted by local ordinance. For purposes of this definition, "human use" specifically includes animals kept for pleasure, recreation, competition, companion and aesthetic purposes.

2.2 Buildings, Structures and Other Improvements. The placement, installation or construction of any temporary or permanent buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, signs and billboards, utility corridors, waste disposal systems, towers, and trails, except as provided below.

a. Fences. Fences may be constructed, repaired, replaced, improved or removed to mark boundaries and secure the Property, or as needed to carry out activities permitted in this Easement Deed.

b. Signs. Small, unlighted signs may be placed on the Property for the following purposes only: to state the name and address of the Property and Grantors; advertise the sale or lease of the Property; commemorate or explain the history or protection of the Property; prohibit trespassing or regulate uses; interpret natural features of the Property; mark the boundaries or provide directions, advertise the sale of goods or services produced primarily on the Property; and display temporary political signs, provided that no individual sign is larger than twelve (12) square feet in area, the aggregate size of all such signs combined does not exceed forty eight (48) square feet in area, and the placement, number, size, and design of any such signs does not significantly diminish the scenic character of the Property.

c. Trails. Trails for de minimus non-commercial recreational use, up to four (4) feet in width may be established and maintained on the Property, provided that they do not diminish the Conservation Values of the Property and are located and constructed to prevent erosion, avoid habitat fragmentation, and protect sensitive areas and water quality. All trails shall have a pervious surface of natural materials.

d. Roads. Roads and bridges existing on the Property at the time of the conveyance of this Easement, as documented in the Baseline Report dated July 24, 2009, which is attached herto as Exhibit D and is on file at the offices of the Grantees, may be maintained and may be widened or improved as needed for agricultural or other permitted activities. New bridges and

unpaved farm roads may be created as needed to support agricultural activities as permitted herein in accordance with the purposes of this Easement and the Conservation Plan, provided that the roads and bridges are located so that the impact on prime and important soils is minimized. All roads outside the Farmstead Area shall have a pervious surface of natural materials, which may include but is not limited to, gravel and stone. The Grantors may establish and maintain paved roads and parking areas within the Farmstead Area in compliance with section 2.2(g).

e. Buildings, structures, or improvements may be placed, constructed, maintained, renovated, expanded or replaced only in accordance with paragraph 2.2(g), only in compliance with the Conservation Plan, and only if used primarily for agricultural purposes, forestry purposes, or to support other purposes that are permitted by this Easement Deed and are consistent with the Purposes of this Easement, and only if, to the greatest extent practicable, such buildings, structures, and improvements are located within the South Farmstead Area. Such buildings, structures, and improvements are permitted outside the Farmstead Area only if they are not located on areas of prime farmland, and only in accordance with section 2.2(g) below. The Local Grantee shall be notified 60 days in advance of the construction of any new buildings or structures.

The North Farmstead Area and South Farmstead Area identified on Exhibit B and further described in Exhibit C, may include no more than two (2) single-family residences in the North Farmstead Area and one (1) single-family residence in the South Farmstead Area, together with related accessory structures, structures and improvements necessary for agricultural purposes, septic system, and utilities; all within the Farmstead Area, along with driveways, underground pipes and overhead or underground wires necesssary to service the permitted residence and agricultural infrastructure; and may be constructed, maintained, repaired, restored or replaced, in compliance with section 2.2(g) below. Only three residences, including the existing residence in the Farmstead Area, are permitted anywhere on the Property. No residence is permitted outside the North Farmstead Area or the South Farmstead Area.

f. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities on the Property specifically permitted by this Easement Deed. This includes, without limitation, all systems and facilities necessary to provide power, electricity, fuel, water, waste disposal and communication for structures permitted by paragraph 2.2(e).

Utility systems and facilities shall be installed with minimal grading and disturbance to vegetation, and will be placed, to the greatest extent practicable, within the Farmstead Area or on soils that are not Prime, Unique, or Important Farmland. Following installation, the surface of the Property shall be restored to a condition consistent with the Conservation Purposes of this Easement.

g. Impervious surface. The total impervious surface area of all existing or future buildings, structures, improvements, roads, and parking areas, both within and outside of the North Farmstead Area, shall not exceed fifty percent of the Farmstead Area and fifty percent of the South Farmstead Area. Of this amount, the total impervious surface area permitted outside the Farmstead Area and the South Farmstead Area shall not exceed .5 acres (10,890 square feet), excluding any existing pond and spillway, as identified in Exhibit B. However, this limitation shall not restrict the Grantors from erecting structures for energy generation primarily for agricultural and/or personal use as reserved herein. For purposes of this Easement, impervious surface shall be defined as permanent, non-seasonal rooftops, and concrete and asphalt surfaces.

Impervious surfaces do not include conservation practices listed in the official USDA Field Office Technical Guide or areas within public rights-of-way.

2.3 Commercial, Agricultural, Residential and Industrial Uses. Use of the Property for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity is prohibited except as provided for below.

a. Residential and agricultural uses are permitted when in accordance with this Easement and the Conservation Plan as required in section 2.7(c).

b. The Grantors may charge rent or fees for permitted uses of the Property.

c. The processing and sale of forest or agricultural products grown or produced primarily on the Property is permitted.

d. The Grantors or occupants of the permitted residences may carry on cottage industries within the Farmstead Areas, provided that: (i) such uses are incidental to the agricultural use of the Property, and (ii) the cottage industries do not involve regular parking for more than three motor vehicles, (iii) such cottage industries are in accordance with this Easement Deed, and (iv) such cottage industries are conducted primarily within permitted buildings on the Property or any non-agricultural business activities conducted outside of buildings incidental to the agricultural use of the Property and do not occupy more than 2000 square feet of space outside of buildings.

2.4 Dumping. There shall be no dumping or storage on or under the Property of any trash, garbage, construction materials, sewage, ashes, manure, trees, brush, hazardous materials, discarded or salvageable materials such as junk cars, or other unsightly or offensive material. There shall also be no dumping or stockpiling of any soil, sawdust, gravel, or sand, except as needed for agricultural operations or other activities on the Property permitted by this Easement Deed. This is not intended to prohibit agricultural operations permitted by this Easement Deed or the burning or composting of excess brush or other plant material generated on the Property by activities permitted in this Easement Deed. The following activities are permitted: storage and spreading of manure, lime, or other fertilizer for agricultural purposes, pursuant to paragraph 3.2(a); the composting of organic materials generated on the Property, in an area not to exceed one (1) acre; and the temporary storage of trash generated by permitted activities on the Property, in receptacles, for periodic off-site disposal, so long as such activities are done in a manner that does not impair the agricultural or conservation values of the Property.

2.5 Mining, Ponds, and Surface Alteration. All mining, drilling, exploring for, excavation or removal of any oil, gas, other hydrocarbons, or other minerals is prohibited. Excavation or stockpiling of soil, sand, peat, gravel, rock or any other earth materials is permitted only to support activities on the Property expressly permitted by this Easement Deed and only in a manner consistent with the Conservation Purposes of this Easement. Such excavation must be limited in scope and impact, may not exceed one acre (43,560 square feet) in area for all such excavation on the Property, and to the maximum extent possible shall not be located on areas of Prime, Unique, or Important Farmland soils.

The flooding or building of ponds and constructed water facilities is permitted only if such water areas (i) are consistent with the Conservation Purposes of this Easement, (ii) to the maximum extent practicable, are not located on areas of Prime, Unique, or Important Farmland soils, and (iii) do not exceed three (3.0) acres in area for all such water areas on the Property, including existing impounded water areas and excluding all drainage ditches and water and sediment control basins necessary to support agricultural activities on the Property; except that restoration of natural wetlands on hydric soils, and conducted in accordance with section 2.7(c) below, in order to enhance wetland values, is permitted without restriction.

However, nothing in this provision shall affect the Grantors' right to maintain ponds or other structures existing at the time of the Grant of this Easement or require the Grantor to remove any existing pond as identified in Exhibit B..

There shall be no alteration of the surface of the Property, including, without limitation, ditching, draining, diking, tiling, filling, leveling, or any use or activity that causes or is likely to cause significant soil degradation or erosion except as necessary for agricultural uses of the Property that are in accordance with this Easement Deed and the Conservation Plan required in section 2.7(c). This provision shall not prevent the Grantors from maintaining, cleaning, replacing, installing, or rebuilding drainage ditches and tile lines needed for agricultural uses of the Property conducted in accordance with section 2.7(c).

2.6 Subdivision, Extinguishment of Development Rights, Rights-of-Way, and Density

a. Subdivision of the Property is expressly prohibited. The intent of this Paragraph is to require that the entire Property remain as a single, indivisible tract managed for the Purpose of this Easement, and to prohibit the conveyance of any part except as a whole. The Property shall not be subdivided into smaller parcels, whether through legal or *de facto* subdivision, including division through the creation of condominiums, site leases, lot line adjustments, or other means, except boundary line adjustments, not exceeding 2 acres for the entire Property, are permitted only to correct technical errors made in the survey or legal description.

b. Except as provided in section 2.6(d) below, all rights to develop or use the Property that are prohibited by or inconsistent with this Easement Deed are extinguished, and cannot be used to transfer development rights to other land owned by the Grantors or any other party, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits on land not subject to this Easement Deed.

c. Rights-of-Way. Rights-of-way across the Property may be granted only with prior written approval of the Grantees and the Wisconsin Department of Natural Resources, and only if they do not restrict agricultural use or other permitted activites of this Easement, and only if to the greatest extent possible such rights-of-way utilize existing access points, paths, farm lanes, and roads, and do not cross Prime, Unique, or Important soils. No right of way shall be granted across the Property in conjunction with any industrial or commercial use or residential development of other land not protected by this Easement Deed.

d. Density. The Grantees, WDNR, and the Grantors agree that the Grantors reserve the right to use the area of this Easement to satisfy land area requirements to construct and maintain two residential dwellings within the North Farmstead Area and one residential dwelling within the South Farmstead Area as provided herein. Except for the above reserved rights, the Grantors are granting to the Grantees all development rights (except as specifically reserved herein), and the Grantors agree that, except as provided in this section, no portion of the Property shall be used to satisfy land area requirements for other property not subject to this Easement Deed for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement Deed may be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.

2.7 Vegetation. Vegetation shall be managed in a manner that preserves the Conservation Values of the Property and its scenic character from public vantage points.

a. Invasive plant species shall not be introduced or planted anywhere on the Property. Non-native species may only be planted in the Farmstead Areas or in areas of the Property used for agriculture, in accordance with section 2.7(c).

b. Any commercial harvest of trees on the Property shall be in accordance with a Forest Stewardship Management Plan ("Forest Plan"). The Forest Plan shall:
   (i) be approved in writing by the Local Grantee and WDNR prior to implementation.
   (ii) be prepared by the Wisconsin Department of Natural Resources, a licensed professional forester, a certified Plan Writer or other qualified person approved in writing by the Local Grantee.
   (iii) protect the Conservation Values of the Property.
   (iv) identify objectives and actions that will be taken to protect and manage soil, water, wetlands, riparian areas, aesthetic quality, recreational opportunities, natural communities, and fish and wildlife resources.
   (v) be in accordance with Best Management Practices as described in Wisconsin Forest Management Guidelines, PUB-FR-226, 2003, Wisconsin Department of Natural Resources, or its successor publication; and
   (vi) include an access plan, indicating routes of ingress and egress for the areas to be harvested.

c. Agricultural activities, including planting, harvesting, and management of agricultural crops is prohibited on the Property, except in accordance with a conservation plan, as described below:

   (i) As required by section 1238I of the Food Security Act of 1985, as amended, the Grantors shall conduct all agricultural operations on the protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the local County Land Conservation Committee and NRCS, or by NRCS. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement Deed. However, the Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantors, in order to monitor compliance with the conservation plan.

   (ii) In the event of noncompliance with the conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, NRCS will inform the Local Grantee of the Grantors' noncompliance. The Local Grantee may also monitor compliance with the conservation plan. The Local Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantors to correct such noncompliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations.

   (iii) If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement Deed based on an Act of Congress, NRCS shall work cooperatively with the Grantors to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to

affect any other natural resources conservation requirements to which the Grantors may be or become subject.

(iv) In addition to the above requirements, all agricultural operations on the Property shall be conducted in accordance with a conservation plan that adequately addresses all resource concerns identified through the Conservation Planning Process, as defined in the NRCS National Planning Procedures Handbook or successor document. Examples of such resource concerns include soil erosion, water quality, air quality, plant management, animal habitat, and human considerations. The conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and shall be approved by the local Land Conservation Committee and NRCS, or by NRCS. The conservation plan shall be updated periodically, as determined by the NRCS, the Local Grantee or the local Land Conservation Committee, or at any time that the basic type of agriculture operation on the Property changes, or upon any change of ownership of the Property. The Grantees shall have the right, with reasonable advance notice to the Grantors, to enter upon the Property for purposes of monitoring and ensuring compliance with the conservation plan.

(v) Permitted agricultural operations include, but are not limited to, grazing of animals, viticulture, horticulture, and ranching; and establishing, maintaining, and using cultivated fields, vineyards, orchards, and pastures in accordance with the conservation plan required by Paragraph 2.7(c)(iv).

(vi) The storage and use of pesticides necessary for activities permitted pursuant to Paragraph 2.7, and the storage and spreading of manure, lime or other fertilizer for agricultural purposes, pursuant to Paragraph 2.7, shall be conducted in accordance with the conservation plan required by Paragraph 2.7(c)(iv).

2.8 Vehicles. Operation of motorized vehicles on the Property is permitted only to carry out activities specifically permitted under this Easement Deed, including any agricultural purpose, or for limited, non-commercial recreational use that does not adversely affect to any substantial extent the agricultural use or Conservation Values of the Property.

2.9 Water. There shall be no manipulation or alteration of any water body on or adjacent to the Property or its shoreline, except as needed for agricultural use conducted in accordance with the conservation plan required in section 2.7(c), or except as specifically authorized in paragraph 3 or paragraph 2.5, or with the prior written approval of the Local Grantee. However, nothing in this provision shall affect the Grantors' right to maintain any existing pond and/or supporting structures as identified in Exhibit B, or currently located on the North Farmstead Area or the South Farmstead Area.

For the purpose of this Easement Deed, a water body means a creek, stream, intermittent stream, drainage way, river, pond, lake, surface or subsurface spring, wetland or other body of water except as provided below.

2.10 Landing Sites, Race Tracks, Marinas, Athletic Fields, and Golf Courses. The use of the Property as an aircraft landing site, motorized vehicle race track, public boat marina, public athletic field, or golf course is prohibited.

2.11 Soil Erosion. There shall be no use or activity that causes or is likely to cause soil degradation or erosion or pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements. This provision shall not limit agricultural use of the Property conducted in accordance with the conservation plan required in section 2.7(c).

3. **Additional Reserved Rights of the Grantors.** In addition to rights reserved by the Grantors pursuant to Paragraph 2 above, the Grantors retain all rights associated with ownership of the Property, including the right to use the Property, and invite others to use the Property, in a manner that is not expressly restricted or prohibited by this Easement Deed, or inconsistent with the Purpose of this Easement. The Grantors reserve:

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

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

b. The Grantors incorporate the terms of this Easement Deed by reference in any subsequent deed or other legal instrument by which the Grantors transfer any interest in all or part of the Property, including, without limitation, a leasehold interest.

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

d. Failure of the Grantors to perform any act required in Subparagraphs 3.1(b) and 3.1(c) shall not impair the validity of this Easement Deed or limit its enforceability in any way.

e. Any future lien or mortgage shall be subordinated to the terms of this Easement Deed.

3.2 Management. Notwithstanding paragraph 2 above, the Grantors may undertake the following management activities on the Property:

a. Agricultural Operations. Conducting agricultural operations, such as but not limited to grazing of animals, viticulture, horticulture, ranching, and establishing, maintaining, and using cultivated fields, orchards, and pastures in accordance with the conservation plan required in section 2.7(c).

b. Cutting or harvesting of timber. Commercial cutting or harvesting of timber must be in accordance with a forest management plan that has been approved by the Local Grantee and the Wisconsin Department of Natural Resources as required in section 2.7(b). A forest management plan is not required for the following activities: cutting or harvesting timber for firewood for personal use, cutting timber for the maintenance of wood lots, cutting timber for the control of fire, cutting and harvesting timber for posts for the construction of fences on the Property, and cutting and pruning of trees along the edges of fields for the purpose of maintaining the integrity of cropland fields.

c. Restoration. Restore, enhance and maintain the native plant and animal communities of the Property under a land management plan that has been approved in writing by the Local Grantee, including, but not limited to, removal of non-native or invasive vegetation. Such activities must be consistent with the conservation plan required in section 2.7(c).

d. Land Use Agreement. The Grantors reserve the right to grant and renew land use agreements with public agencies that are consistent with the purposes of this Easement and with the conservation plan required in section 2.7(c).

e. Non-Commercial Stocking of Game Birds and Fish. The Grantors reserve the right to release game birds and stock game fish on the property, providing, however, that no commercial hunting or fishing shall be permitted on the property, except as permitted in Section 3.3.

f. Erection of Structures for Energy Generation. Notwithstanding any other provision herein, the Grantors reserve the right to erect structures such as solar panels, windmills, or similar structures to generate energy primarily for use in agricultural operations or the Farmsteads on the property. If such structures are not located within the Farmstead Areas, the Grantors shall contact the Local Grantee prior to erecting such a structure and the Grantors and Local Grantee shall agree upon the location of the structure. The Local Grantee shall not unreasonably withhold its agreement.

g. Future Technology Consistent with the Purpose and Goals of the Easement. The parties recognize that they cannot predict future technological advancements designed to increase the efficiency and reduce the ecological impact of agricultural operations and the Farmstead Areas. Nothing in this Easement Deed shall be interpreted to limit the right of the Grantors to adopt such technology, providing such use is consistent with the goals of the easement and agreeable to the Local Grantee.

3.3 Recreational Use. The Property may be used for hiking, cross-country skiing, temporary camping, nature observation, horseback riding, hunting, fishing and other similar low impact recreational activities, including those activities specified in section 2.8, that are consistent with the Conservation Purposes of this Easement. The Property may not be leased or used for commercial recreational purposes, except that leases for de minimus hunting activities, that are consistent with the Conservation Purposes of this Easement, are permitted.

4. Rights and Remedies of the Grantees. In order to accomplish the Purpose of this Easement, the Grantors expressly convey to the Grantees the following rights and remedies to be carried out by the Local Grantee as the primary Grantee responsible for monitoring and enforcement of this Easement Deed, subject to the rights of the United States under Section 10 of this Easement Deed.

4.1 Preserve Conservation Values. The Local Grantee has the right to preserve and protect the Conservation Values of the Property, except that this right and the rights of the Grantees shall not limit the Grantors' Reserved Rights as described in Section 2.

4.2 Prevent Inconsistent Uses. The Local Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the Purpose of this Easement, except for those rights reserved by the Grantors in Section 2 and to require the restoration of areas or features of the Property that are damaged by any inconsistent activity or use except for those rights reserved by the Grantors in Section 2, pursuant to the remedies set forth below.

4.3 Enter the Property. The Local Grantee has the right to enter the Property to inspect it and monitor compliance with the terms of this Easement Deed; at reasonable times, upon reasonable notice, as specifically defined in the Grant of the Easement. The Grantees may enter the property to obtain evidence for use in seeking judicial or other enforcement of the Easement Deed; survey or otherwise mark the boundaries of all or part of the Property if necessary to determine whether there has been or may be a violation of the Easement Deed; and otherwise exercise the rights of the Grantees under the Easement Deed. The Local Grantee as specifically permitted herein shall provide prior notice to the Grantors before entering the Property as specifically required in the Grant of the Easement except in cases where there is an emergency or the Local Grantee determines immediate entry is necessary to prevent, terminate or mitigate a violation of the Easement Deed.

4.4 Remedy Violations. All parties to this Easement Deed stipulate that the Local Grantee has the right to enforce the terms of this Easement Deed and prevent or remedy violations through appropriate legal proceedings including those set forth herein. The rights of the Grantees under this section apply equally in the event of either actual or threatened violations of the terms of this Easement Deed. However, the Secretary of the Department of Agriculture (The Secretary) on behalf of the United States will only exercise these rights as set forth in 7 CFR Part 1491, Subpart C "General Administration" and/or under the following circumstances:

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

b. Grantees' Remedies. This section addresses the cumulative remedies of the Local Grantee and the United States, and limitations on these remedies. Any and all remedies available to the Local Grantee are also available to the United States. The Local Grantee and the United States may enforce this Easement Deed jointly or severally on their own behalf and in their own name.

Remedies available to Grantees in enforcing this Easement Deed include temporary or permanent injunctive relief for any violation or threatened violation of the Easement Deed; the right to require restoration of the Property to the condition of the Property as of the date of this Easement Deed, as documented in the Baseline Report described in Paragraph C, in accordance with a plan, consistent with the conservation plan required in Paragraph 2.7(c), which is approved by both Grantees; specific performance or declaratory relief, and recovery of damages resulting from a violation of the Easement Deed or injury to any of the Conservation Values of the Property. The restoration requirement shall not be construed to terminate any rights reserved by the Grantors under this Easement Deed or to release the Grantors from any additional restoration obligations that may be required under the Easement Deed. Without limiting the Grantors' liability, the Local Grantee will apply any damages recovered to the cost of undertaking any corrective action on the Property. The Grantors and the Local Grantee also recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Easement Deed. The Local Grantee is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.

Notice and Demand. If the Local Grantee determines that Grantors are in violation of this Easement Deed, or that a violation is threatened, such Local Grantee shall provide written notice to Grantors unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.

Failure to Act. If Grantors continue violating this Conservation Easement Deed, or if Grantors do not abate the violation and implement corrective measures requested by a Grantee within 90 days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a 90 day period, fails to begin curing such violation within the 90 day period, or fails to continue diligently to cure such violation until finally cured, the Local Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement Deed. A Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property.

Cumulative Remedies. The preceding remedies of a Grantee are cumulative. Any, or all, of the remedies may be invoked by either or both Grantees if there is an actual or threatened violation of this Conservation Easement Deed.

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

d. Costs of Enforcement. In the event of an enforcement action, the Grantors and the local Grantee shall each be responsible for their own attorneys' fees and costs of suit. The United States may seek recovery of costs per the provisions of Section 4.5.

e. Waiver of Certain Defenses. The Grantors hereby waive any defense of laches (such as a failure by the Grantees to enforce any term of the Easement Deed), estoppel (such as a contradictory statement or action on the part of the Grantees), prescription, or adverse possession.

f. Acts Beyond Grantors' Control. The Grantees may not bring an action against the Grantors for any injury to or change in the Property resulting from causes beyond the Grantors' control, including, but not limited to, natural disasters such as fire, flood, storm, natural earth movement, natural deterioration; the acts of unauthorized third parties other than the Grantors or the Grantors' agents, employees, and contractors; or prudent actions by the Grantors taken in good faith under emergency conditions to prevent or mitigate damage from such causes; provided, that the Grantors shall notify the Local Grantee of any occurrence that has adversely impacted or interfered with the Purpose of the Easement.
Notwithstanding the foregoing, the Grantors, their heirs, successors, and assigns shall conduct all agricultural operations on the protected Property in a manner consistent with the Conservation Plan as required in section 2.7(c).

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

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

Notwithstanding the foregoing or any deed provision herein to the contrary, the United States reserves the right to enter upon the easement as described in Exhibit "A" attached at any time to monitor conservation plan implementation or remedy deficiencies or easement violations as they relate to the conservation plan. The entry may be made at the discretion of the United States acting by and through the USDA, NRCS when the actions are deemed necessary to protect highly erodible soils and wetland resources. The Grantors, their heirs, successors or assigns shall be liable for any costs incurred by the United States as a result of the Grantors' negligence or failure to comply with the Easement Deed requirements as it relates to the conservation plan violations. 7 C.F.R. 1491.30 (c).

The United States shall be entitled to recover any and/or all administrative and legal costs, including attorney's fees or expenses associated with any enforcement or remedial action as it relates to the enforcement of the FRPP easement. 7 C.F.R. 1491.30 (d).

4.6 Signs. Notwithstanding subparagraph 2.2(b), the Grantees have the right to place small signs on the Property that identify the Property as protected. Both the Grantors and the Grantees will mutually consent to the number and location of such signs.

4.7 Research. With prior approval of the Grantors, the Local Grantee has the right to conduct scientific observations and studies of the natural elements and ecosystems of the Property and take samples to aid in those observations and studies.

4.8 Land Management. With prior approval of the Grantors, the Local Grantee has the right, but not the obligation, to undertake management activities to preserve, enhance and restore the natural communities on the property. Management practices may include, but shall not be limited to, the following: prescribed burning, construction of firebreaks, mowing, cultivation, planting and removal of plants by mechanical or chemical means or other generally accepted management practices.

a. The Local Grantee may involve volunteers in management activities and may delegate all or part of the management to an entity that it determines has the appropriate expertise and resources necessary to do needed management. The Local Grantee will assume all liability for its own volunteers.

b. Motorized vehicles may be used for the management activities described above as long as they do not damage the Conservation Values of the Property or interfere with the agricultural use of the Property. It is understood that field roads, lanes, trails or other normally traveled routes will be utilized for motorized vehicles whenever possible. The Grantors shall be financially compensated by the Local Grantee for any damages to the property, including any crop loss caused by management activities and/or its volunteer activity.

5. Notices and Approvals.

5.1 Notice of Grantors' Intention to Undertake Reserved Rights. In cases where the Grantors are specifically required to notify the Local Grantee before undertaking certain reserved rights, including but not limited to, those reserved rights identified in Paragraphs 2.2(e), 2.6(c), 2.7(b), 2.9, 3.2(b), and 3.2(c), the Grantor shall notify the Local Grantee at least thirty (30) days prior to the date the Grantors intend to begin the activity, unless another time period is specified in this Easement Deed.

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

5.2 Request for Approval. When the Grantors are required to obtain written approval from the Local Grantee before undertaking an action identified in Paragraphs 2.6(c), 2.7(b), 2.9, 3.2(b), and 3.2(c), the Grantors shall submit a written request for approval to the Local Grantee at least sixty (60) days before the date the Grantors wish to undertake the activity. The Notice shall comply with Paragraph 5.4 of this Easement Deed. No action requiring approval under this Easement Deed is allowed unless the Grantors receive written notice of the approval from the Local Grantee. The Local Grantee may withhold approval if it does not receive sufficient information to make a decision or if it determines that the proposed action is not consistent with the Purpose or terms of this Easement Deed. The Local Grantee may condition approval on the Grantors' acceptance of modifications, which would, in the Local Grantee's judgment, make the proposed activity consistent with the Easement or otherwise meet any concerns. Pursuant to Paragraph 8.2 of this Easement Deed, the Wisconsin Department of Natural Resources may also need to approve certain actions.

5.3 Notice of Change in the Property Beyond Grantors' Control. Whenever notice is required pursuant to Paragraph 4.4(f) of this Easement Deed, the Grantors shall provide oral notice to the Local Grantee within five (5) days and written notice within thirty (30) days after the occurrence, or after the Grantors become aware of the occurrence, whichever is later.

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

5.5 Delivery. Any required notice or request for approval shall be in writing and must be delivered personally or sent by first class mail, postage prepaid, or by another nationally recognized delivery service to the appropriate party at the following address (or other address specified in writing):

To Grantors:
William W. Schuelke and Phyllis C. Schuelke Trustors and/or Trustees of
The Schuelke Family Trust
3600 County Road T
Barneveld, WI 53507

To the Local Grantee:
Driftless Area Land Conservancy, Inc.
338 N Iowa Street
Dodgeville, WI 53533

To the United States:
USDA-NRCS, Attn: State Conservationist
8030 Excelsior Drive
Madison, WI 53717

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

6. Public Access. No right of access to the Property, by the general public, is conveyed by this Easement Deed, except for visual access from public waters and public ways.

7. General Provisions.

7.1 Amendment. The Grantors and Grantees may jointly amend this Easement Deed in a written instrument executed by all parties and recorded in the Office of the Register of Deeds for the county in which the Property is located, provided that no amendment shall be allowed if, in the judgment of either Grantee it (i) diminishes the Conservation Values of the Property (ii) is inconsistent with the Purpose of the Easement (iii) affects the perpetual duration of the Easement, (iv) affects the validity of the Easement under Section 700.40 of the Wisconsin Statutes, (v) affects the status of the Local Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision, or (vi) is not in compliance with the Farm and Ranch Lands Protection Program or its implementing regulations. Pursuant to Paragraph 8.2, the WDNR also needs to approve any amendment to this Easement Deed. Written approval of the United States is required prior to recording any amendment to this Easement Deed.

7.2 Assignment. Interest in this Easement may not be assigned by Local Grantee except as allowed in this paragraph. With prior written approval of the United States the Local Grantee may convey, assign or transfer its interests in this Easement to a unit of federal, state or local government or to an organization that is (i) "qualified" within the meaning of Section 170(h)(3) of the Internal Revenue

Code, and in the regulations promulgated thereunder, or any successor provisions then applicable, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. Pursuant to Paragraph 8.2, the WDNR also needs to approve in writing any assignment of this Easement. As a condition of any assignment or transfer, any future Local Grantee of this Easement shall be required to carry out its Purpose in perpetuity. The Grantees agree to notify the Grantors of any assignment at least thirty (30) days before the date of such assignment; however, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way. Such assignment shall be evidenced by a document recorded in the Office of the Register of Deeds for the county in which the Property is located, evidencing the assignment of the interests of the Local Grantee and acceptance by the assignee.

7.3 Captions. The captions in this Easement Deed have been inserted solely for convenience of reference and are not part of the Easement and shall have no effect on construction or interpretation.

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

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

7.6 Entire Agreement. This instrument sets forth the entire agreement of the Grantors and Grantees with respect to this Easement (unless additional agreements are entered into for the use of grant funds), and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Deed, all of which are merged herein.

7.7 Extinguishment. This Easement Deed may be terminated or extinguished, whether in whole or in part, only through judicial proceedings in a court of competent jurisdiction, and with respect to the interest of the United States, by judicial proceeding in an appropriate Federal District Court, and only upon a request as mutually agreed to by the Grantors and both Grantees. Given the federal interest in the Conservation Easement, the United States must consent in writing to any eminent domain or condemnation action, and with respect to its interest, such condemnation action **must, and shall**, be confirmed by judicial proceeding and order of an appropriate Federal District Court. Furthermore, this Easement Deed may be extinguished if the Grantors and Grantees agree that a subsequent, unexpected change in the condition of the Property or of lands surrounding the Property makes it impossible to accomplish the Purpose of the Easement.

Additionally, pursuant to Paragraph 8.2, the WDNR must also approve any extinguishment of the Easement. The annexation of the Property to any municipality shall not render the Purposes of this Easement impossible to accomplish.

a. The Grantors agree that this Easement constitutes a real property right, immediately vested in the Grantees, which has a fair market value that is proportionate to the fair market value of the Property as a whole. This "Proportionate Share" of the Easement is a percentage, **Twenty-nine and Four Hundredths Percent (29.04%)**, arrived at by dividing the fair market value of the Easement, **Eight Hundred Forty-five Thousand and No/1.00 ($845,000.00)**, by the fair market value of the Property as a whole, **Two Million Nine Hundred Nine Thousand Six Hundred Dollars and No/1.00 ($2,909,600.00)**, at the time of conveyance. The Proportionate Share shall remain constant over time.

*The Grantors and Grantees agree that the fair market value of the Easement, at the time of conveyance, is equal to **29.04%** percent of the fair market value of the Property as a whole.*

b. If this Easement Deed is extinguished in whole or in part, then upon the subsequent sale, exchange, or involuntary conversion of the property, and after the satisfaction of prior claims and reasonable expenses incurred by the Grantors and Grantees as a result of the Extinguishment, the Grantees and the WDNR shall be entitled to be reimbursed a sum of money equal to the Proportionate Share of the fair market value of the Property, which fair market value shall be determined at the time this Easement is terminated or extinguished and shall not include any increase in value attributable to improvements paid for by the Grantors after the date of this Easement. In event of involuntary conversion, the fair market value of property shall equal the award of damages. The fair market value of the Property shall be determined by a complete summary appraisal, which meets both the Uniform Standards of Professional Appraisal Practice (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) standards or successor standards, is approved by the Local Grantee or successor Grantee and the United States, and is completed by a Wisconsin certified general appraiser qualified to perform appraisals under both sets of standards. The Local Grantee, or successor Local Grantee shall commission and pay for the appraisal.

Each Grantee and the WDNR may obtain a lien on the Property for the amount due until such time that it receives its Proportionate Share from the Grantors.

The Proportionate Share paid to the Grantees and the WDNR shall be allocated between them as follows; (a) to the WDNR **Forty-four and Fifty Hundredths Percent (44.50%)** of the Proportionate Share, (b) to DALC **Three and Eighty-seven Hundredths percent (3.87%)** of the Proportionate Share, and (c) to the United States **Fifty One and Sixty-three hundredths (51.63%)** of the Proportionate Share, representing the proportion each party contributed to the purchase price of this Easement. The Proportionate Share of DALC includes **Three and Eighty-seven Hundredths Percent (3.87%)** of the value of this easement, donated by the Grantors to the DALC. If proceeds are paid directly to DALC or the WDNR, DALC and WDNR shall reimburse the United States for the amount of the Proportionate Share due to the United States.

c. The Local Grantee will use any proceeds it receives from any sale, exchange or involuntary conversion in a manner consistent with the Conservation Purposes of this Easement.

7.8 Joint Obligation. The obligations imposed by this Easement Deed upon the Grantors shall be joint and several.

7.9 Ownership Responsibilities, Costs and Liabilities. The Grantors retain all responsibilities and shall bear all costs and liabilities related to the ownership of the Property, including, but not limited to, the following:

a. Operation, upkeep and maintenance. The Grantors are responsible for the operation, upkeep and maintenance of the Property.

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

If requested by the Grantees, the Grantors agree to apply or co-apply with the Grantees for any permits, approvals, licenses or funding deemed necessary or desirable by the Grantees for

implementing rights granted to the Grantees in this Easement. This shall not be construed as committing the Grantors to paying any portion of the costs of an activity undertaken by Grantees, or assuming any liability with respect to the permit, approval, license or funding, unless approved in a separate agreement.

c. Hold Harmless. The Grantors release and agree to hold harmless, indemnify, and defend the Grantees and the WDNR and their respective members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, suits, proceedings, expenses, causes of action, claims, demands, judgments or administrative actions, whether legal or equitable in nature, not including, court costs and reasonable attorneys' fees and attorneys' fees on appeal, to which Grantees or the WDNR may be subject or incur, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to Grantors' reserved rights on the Property, excepting acts beyond Grantors' control identified in Section 4.4 (f) and excepting the negligence of any of the Indemnified Parties; (2) Grantors' negligent acts or omissions or Grantors' breach of any representation, warranty, covenant, agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws. To the extent authorized by law, and only to that extent, the Grantees and the WDNR will assume all liability for their own volunteers. The Grantors and the WDNR will assume all liability for their own volunteers.

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

e. Merger. The Grantors and the Grantees agree that the terms of this Easement Deed shall survive any merger of the fee and the easement interest in the Property. Should the Local Grantee obtain the fee interest to the Property, the Local Grantee shall promptly assign its interest in this Easement as provided for in section 7.2 above.

7.10 Recording. The Local Grantee shall record this Easement Deed in the Office of the Register of Deeds for the county in which the Property is located, and may re-record it or any other document necessary to protect its rights and the rights of the United States under this Easement Deed.

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

7.12 Successors. This Easement Deed is binding upon, and inures to the benefit of, the Grantors and the Grantees and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

7.13 Termination of Rights and Obligations. The Grantors' and Grantees' rights and obligations under this Easement Deed terminate upon transfer of the parties' interests in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive the transfer.

7.14 Terms. The terms "Grantors" and "Grantees," wherever used in this Easement Deed, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Grantors' and Grantees' respective personal representatives, heirs, successors, and assigns.

7.15 Warranties and Representations. The Grantors warrant and represent that:

a. The Grantors are the sole owners of the Property in fee simple and have the right and the ability to grant and convey this Easement to the Grantees;

b. As of the date of this Easement Deed, there are no liens or mortgages outstanding against the Property;

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

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

7.16 Transfer Fee. In the event of the sale, assignment, exchange, or lease for a term of more than ninety-nine (99) years, conveyance, or other transfer of any legal or equitable interest in all or any part of the Property ("Applicable Transfer"), the Grantors, together with their heirs and assigns, now and in the future, covenant and agree to cause to be paid promptly to the Local Grantee at the time of such transfer or at closing, a Transfer Fee in an amount equal to one percent (1%) of the full sale price (or fair market value in other than a cash sale) of the interest in the Property that has been transferred to be used for the purpose of the defense of conservation easements or for other purposes consistent with Grantee's mission. For purposes of determining when an applicable transfer has occurred, the parties agree that any transfer upon which a real estate transfer fee is payable pursuant to Section 77.21 et seq., Wisconsin Statutes, as presently in effect, shall constitute an Applicable Transfer hereunder **EXCEPT** a transfer by **William W. and Phyllis C. Schuelke, as trustees of The Schuelke Family Trust** to any party, shall require no transfer fee, and transfer by any Grantors to the direct issue of **William W. Schuelke and Phyllis C. Schuelke** shall be specifically exempt for this provision. The parties agree further that no transfer made solely as security for a loan to the Grantors shall be considered an Applicable Transfer. The Grantors agree that payment of the Transfer Fee hereunder shall constitute a lien against the Property from the date due until the date paid.

8. **Acknowledgment of the Local Grantee's Assignment of Rights to the Wisconsin Department of Natural Resources.** The Grantors acknowledge that the Local Grantee may obtain grant funds for acquisition of this Easement or offer it as match for grant funds under the State of Wisconsin Knowles-Nelson Stewardship Program (Section 23.0917 of the Wisconsin Statutes). In that event, the WDNR shall obtain certain rights and interests with respect to this Easement and the Property. These rights and interests shall be established upon the execution and recording of a Grant Contract or Grant Agreement (hereinafter "Grant Contract") between the WDNR and the Local Grantee. The Local Grantee shall notify the Grantors if a Grant Contract is executed and shall provide a copy of the Grant Contract to the United States; however, failure of the Local Grantee to notify the Grantors shall not impair the validity of the WDNR's rights and interests under the Grant Contract.

The Grantors consent to the Local Grantee's assignment of rights and interests to the WDNR through such a Grant Contract, including, without limitation, the following:

8.1 The WDNR has the right to enter and inspect the Property to determine if the Local Grantee is complying with the terms of the Grant Contract, and to exercise any other rights described in this Section of the Easement Deed, in the same manner as described in Paragraph 4.3 and upon prior notice to the Local Grantee. However, the WDNR shall respect the restrictions upon inspection specifically reserved by the Grantors, and nothing in this provision shall extend to the WDNR any right to access to the property greater than that granted to the Local Grantee.

8.2 The Local Grantee must obtain the prior written approval of the WDNR before approving a proposed amendment, assignment or extinguishment of the Easement (in whole or in part). Actions that are subject to prior approval of the Grantees in Paragraph(s) or Subparagraph(s) 2.7(b) and 3.2(b) must also be approved in writing by the WDNR.

8.3 The WDNR has the right to collect cash payments from the Local Grantee or assume the Local Grantee's entire legal interest in this Easement, without the necessity of entry or legal judgment, if the Local Grantee violates an essential provision of the Grant Contract, and fails to correct the violation as called for in the Grant Contract. The WDNR will notify the Grantors and the United States if the WDNR becomes an Easement Holder as a result of a grant enforcement action. In the event WDNR assumes the Local Grantee's legal interest in this Easement all reasonable efforts will be made to vest said interests in a similar conservation organization or a local unit of government.

9. Environmental Warranty and Indemnification.

a. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

b. "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

c. Grantors warrant that they are in compliance with and shall remain in compliance with all applicable Environmental Laws. Grantors warrant that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

d. Grantors warrant that they have no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property. Moreover Grantors hereby promise to defend and indemnify the Grantees against all litigation, claims, demands, penalties and damages, not including attorneys' fees and court costs, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any prior owner of the Property, excepting acts beyond Grantors' control identified in Section 4.4 (f). Grantors' indemnification obligation shall not be affected by any authorizations provided by the Grantees to Grantors with respect to the Property provided, however, that the Grantees shall be responsible for any Hazardous Materials contributed after this date to the Property by the Grantees.

10. UNITED STATES OF AMERICA RIGHTS. The Parties agree that the Local Grantee is the primary steward of this Conservation Easement, and accepts primary responsibility for easement management including monitoring and enforcement. However, under this Conservation Easement Deed, the same rights are granted to the United States that are granted to the Local Grantee (or the WDNR if this Easement becomes vested in the WDNR pursuant to section 8). The Secretary of the United States Department of Agriculture (the "Secretary"), on behalf of the United States will only exercise these rights under the following circumstances: In the event

that the Local Grantee (or the WDNR if this Easement becomes vested in the WDNR pursuant to section 8 above) fails to enforce any of the terms of this Easement Deed, as determined in the sole discretion of the Secretary. The Secretary and his or her successors or assigns shall exercise the United States' rights to enforce the terms of this Conservation Easement Deed through any and all authorities available under Federal or State law and in accord with the provisions of 7 C.F.R Part 1491.

In the event that the Local Grantee (or the WDNR if this Easement becomes vested in the WDNR pursuant to section 8 above) attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests in this Conservation Easement without the prior consent of the Secretary and, if applicable, payment of consideration to the United States, then, at the option of the Secretary, all right, title, and interest in this Conservation Easement shall become vested solely in the United States of America.

In the event the Local Grantee's interest in this easement becomes vested in the United States of America all reasonable efforts will be made to re-vest said interest in a similar type of conservation organization or local government to the extent authorized by law.

11. CONVEYANCE IS SUBJECT TO: Rights of the public in that portion of the premises lying within the limits of County Road T, W. Brigham Road and McSherry-Nihles Road; and easement to Wisconsin Power and Light Company to erect maintain poles, wire, anchors, and other appliances necessary in the conduct of business, recorded October 30, 1939 in Document Number 42145; and Rights of the Public in that portion of the premises conveyed to Iowa County for proper improvement or maintenance of County Highway, recorded June 8, 1971 in Document Number 113180; and Right of Way Authorization to General Telephone Company to place, replace, maintain or remove an underground cable telephone line and associated appliances such as conduits, marker posts and pressure alarm apparatus, recorded on July 19, 1971 as Document Number 113468; and Rights of the Public in that portion of the premises conveyed to Iowa County for proper improvement or maintenance of County Highway, recorded July 26, 1978 in Document Number 136946; and easement to Wisconsin Power and Light Company to erect and maintain a line of single pole structures and wires, including other appurtenances for the transmission of electrical current and to permit the attachment of electric or telephone wires owned by others, recorded March 11, 1981 in Document No. 146326; and easement to Wisconsin Power and Light Company to erect and maintain a line of single pole structures and wires, including other appurtenances for the transmission of electrical current and to permit the attachment of electric or telephone wires owned by others, recorded April 5, 1982 as Document Number 149433.

Under date of May 11, 2009 Don Baloun, Wisconsin Farm and Ranch Lands Protection Program Manager, Natural Resources Conservation Service, USDA, has determined that the above encumbrances are consistent with the purposes of the Farm and Ranch Lands Protection Program and this Conservation Easement, and are administratively acceptable.

ALSO SUBJECT TO: Covenants, conditions and restrictions of the State of Wisconsin Department of Natural Resources Managed Forest Land as recorded on November 23, 1987 in Document Number 168759 and on December 12, 2000 in Document 239266.

Under date of May 11, 2009, Patricia S. Leavenworth, Wisconsin State Conservationist, Natural Resources Conservation Service, USDA, has determined that the above encumbrances are consistent with the purposes of the Farm and Ranch Lands Protection Program and this Conservation Easement, and are administratively acceptable.

TO HAVE AND TO HOLD the above described Conservation Easement unto the Easement Holders, their successors and assigns forever.

SIGNATURE BLOCK FOR INDIVIDUALS

IN WITNESS WHEREOF, William W and Phyllis C Schuelke have agreed to and executed this Conservation Easement Warranty Deed this 26th day of JANUARY, 20 10.

William W. Schuelke Trustee
WILLIAM W. SCHUELKE Trustor and/or Trustee

Phyllis C. Schuelke
PHYLLIS C. SCHUELKE Trustor and/or Trustee

STATE OF WISCONSIN)
) ss.
IOWA COUNTY)

Personally came before me this 26th day of January, 20 10, the above named William W. Schuelke and Phyllis C. Schuelke, husband and wife, Trustors and/or Trustees of The Schuelke Family Trust known to me to be the person(s) who executed the foregoing instrument and acknowledge the same.

Debra Poad
Signature of Notary Public

Debra Poad
Typed Name of Notary Public

Notary Public, State of WI
My Commission (expires) (is)
7-21-2013.

ACCEPTANCE OF PROPERTY INTEREST
BY THE UNITED STATES OF AMERICA

The United States Department of Agriculture, Natural Resources Conservation Service, a Department and Agency of the United States of America, hereby accepts and approves the foregoing conservation easement warranty deed, and the rights conveyed therein, on behalf of the United States of America.

Patricia S. Leavenworth 1/28/10

PATRICIA S. LEAVENWORTH, State Conservationist
Natural Resources Conservation Service
United States Department of Agriculture

COUNTY OF Dane)
)
STATE OF WISCONSIN)

On this 28 day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia S. Leavenworth known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that she is the State Conservationist of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the Conservation Easement Warranty Deed to be her voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

Judith E. Pulvermacher
Notary Public, State of Wisconsin

Judith E. Pulvermacher

My Commission Expires 10-6-2013

_____, _____

This deed and its content have been Reviewed and Approved by Mr. Robert Glennon, Farm and Ranch Lands Protection Program Manager, USDA/NRCS, Room 6813, South Building, Washington, D.C. 20013.

ACCEPTANCE OF PROPERTY INTEREST BY DRIFTLESS AREA LAND CONSERVANCY, INC.

The foregoing Conservation Easement is hereby duly accepted by **Driftless Area Land Conservancy, Inc.** this 26 day of Jan, 2010.

DRIFTLESS AREA LAND CONSERVANCY, INC.

By: _____, President
Mark Mittelstadt

Attest: _____, Secretary
James O'Brien

STATE OF WISCONSIN)
) ss.
IOWA COUNTY)

Personally came before me this 26 day of January, 2010, the above named Mark Mittelstadt and James O'Brien to me known to me to be the person who executed the foregoing instrument and acknowledged the same.

Marilyn K. Blabaum
Signature of Notary Public

Marilyn K. Blabaum
Typed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires) ~~(is)~~
8-26-2012.

This document was drafted by Doug Cieslak, Driftless Area Land Conservancy, Inc., 338 North Iowa Street, P. O. Box 323, Dodgeville, Wisconsin 53533, and reviewed and approved by the USDA Office of General Counsel Conservation and Environment Division, Washington, D.C.

ATTACHMENTS:

EXHIBIT A	**Legal description of the Property**
EXHIBIT B	**Property Map**
EXHIBIT C	**Description of Farmstead Area**
EXHIBIT D	**Baseline Documentation Report Dated July 24, 2009**

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL I:

THE Southeast ¼ of Section 18; THE Northwest ¼ of the Southwest ¼ of Section 20; THE Northeast ¼ of the Southwest ¼ and THE North ½ of Section 19; ALL in Township 6 North, Range 5 East, Town of Brigham, Iowa County, Wisconsin.

TAX ROLL PARCEL NUMBERS: 250040731, 250040732, 250040733, 250040734, 250040734.A, 250040735, 250040736, 250040737, 250040738, 250040739, 250040740, 250040741, 250040742, 250040743 and 250040761

PARCEL II:

Part of the Northwest ¼ of the Southwest ¼ of Section 19, Town 6 North, Range 5 East, Brigham Township, Iowa County, Wisconsin, more particularly described as commencing at the Southwest corner of Section 19; thence N 89°14'04' E, 1113.75 feet to a No. 6 (3/4" dia.) rebar at the Southeast corner of the Southwest ¼ of the Southwest ¼; thence N 0° 24'42" E, 1317.94 feet to a No. 6 rebar at the point of beginning, being the Northeast corner of the Southwest ¼ of the Southwest ¼; thence S 89°12'53" W on the North line thereof, 14.50 feet to a No. 6 rebar on an existing fence; thence N 0° 18' 32" W along said fence, 655.71 feet to a No. 6 rebar; thence N 0° 33'44" W along said fence, 661.96 feet to a No. 6 rebar on the North line of the Northwest ¼ of the Southwest ¼; thence N 89°11'41" E, 34.00 feet to the Northeast corner thereof; thence S 0° 24' 42" W, 1317.94 feet to the place of beginning.

TAX ROLL PARCEL NUMBERS: part 250040744.01 and 250040744.02

Appurtenant Access to the FRPP Conservation Easement Area that is described in Exhibit A and shown in Exhibit B is East off of County Highway T and North off of County Road West Brigham in Township 6 North, Range 5 East, Town of Brigham, Iowa County, Wisconsin.

Exhibit B

The Schulke Family Trust Lands

Brigham Township, Iowa County T. 6N, R 5E, Section 18 & 19

The accuracy of the information contained on this map is limited to the quality of data obtained from various sources. This map is not a substitute for an actual field survey. Aerial 2005 USDA NAIP

Produced by the Driftless Area Land Conservancy
February 6, 2009

- North Farmstead
- South Farmstead
- All areas are prime farmland
- Farmland of statewide importance
- Prime farmland if drained
- Prime farmland if drained
- Prime farmland if protected from flooding
- Schuelke Family Lands

Hydrology

- Intermittent
- Perennial

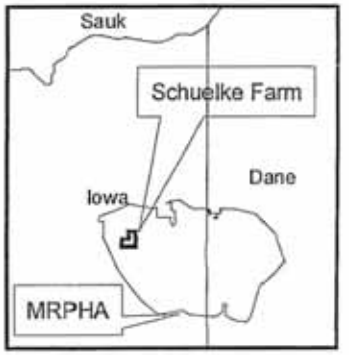

EXHIBIT B
PROPERTY MAP

EXHIBIT B
PAGE 1 OF 1

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EXHIBIT C

DESCRIPTION OF FARMSTEAD AREA

North Farmstead Area: Lies within Township 6 North, Range 5 East in the Southwest Quarter of the Southwest Quarter of Section 18 and also lies within Township 6 North, Range 5 East in the Northeast Quarter of the Northeast Quarter of Section 19. The North Farmstead Area is approximately 12.28 acres in size. The area contains one single family residence and five (5) other ancillary structures.

South Farmstead Area: Lies within the Township 6 North, Range 5 East in the Southwest Quarter of the Northeast Quarter of Section 19. The South Farmstead Area is approximately 7.5 acres in size. The area has two (2) foundations with building rubble and no residence.

Baseline Documentation Report
July 2009

Baseline Conditions Compared to Easement Restrictions

2. Restrictions, Prohibited Uses and Certain Reserved Rights of the Grantors.
Any activity on or use of the Conservation Easement Area described in Exhibit "A" attached which in the opinion of Grantees is inconsistent with the expressed "Purposes" of this Conservation Easement or which may otherwise be detrimental to the "Conservation Values" set forth herein including, but not limited to, those activities and uses set forth immediately hereinafter is expressly prohibited. Notwithstanding the foregoing, included in the following provisions, which identify activities and uses that are expressly prohibited, are some rights that are expressly reserved to the Landowner.

2.1 Animals. The Property may not be used as a game farm, shooting preserve, fur farm or deer farm, licensed under Chapter 169 of the Wisconsin Statutes, as that Chapter may be amended from time to time. However, this limitation shall not prohibit the Landowner from rearing fish or game birds for sale or restocking. Poultry, cattle, horses and other livestock shall not be allowed on the Property except as provided below.

Livestock and other animals associated with domestic and commercial agricultural activities of the Grantors shall be owned, raised and managed in accordance with the Conservation Plan required by section 2.7(c) of this easement.

For the purposes of this Easement, livestock means farm animals that are kept for human use or raised for sale or profit, including, but not limited to, bovine animals, sheep, goats, swine, poultry, llamas, ostriches, emus, rabbits and equine animals. Livestock does not include small domestic pets, such as dogs and cats that are customarily permitted by local ordinance. For purposes of this definition, "human use" specifically includes animals kept for pleasure, recreation, competition, companion and aesthetic purposes.

Baseline Condition: There are no livestock found on the Property.

2.2 Buildings, Structures and Other Improvements. The placement, installation or construction of any temporary or permanent buildings, structures or other improvements on the Property is prohibited, including, without limitation, roads, signs and billboards, utility corridors, waste disposal systems, towers, and trails, except as provided below.

a. Fences. Fences may be constructed, repaired, replaced, improved or removed to mark boundaries and secure the Property, or as needed to carry out activities permitted in this Easement.

Baseline Condition: Fences on the Property are consistent with this covenant. Stretches of the north boundary are not marked.

b. Signs. Small, unlighted signs may be placed on the Property for the following purposes only: to state the name and address of the Property and Grantors;

advertise the sale or lease of the Property; commemorate or explain the history or protection of the Property; prohibit trespassing or regulate uses; interpret natural features of the Property; mark the boundaries or provide directions, advertise the sale of goods or services produced primarily on the Property; and display temporary political signs, provided that no individual sign is larger than twelve (12) square feet in area, the aggregate size of all such signs combined does not exceed forty eight (48) square feet in area, and the placement, number, size, and design of any such signs does not significantly diminish the scenic character of the Property.

Baseline Condition: The only sign placed on the Property identify its address, is approximately one foot square and does not diminish the scenic character of the property.

c. Trails. Trails for de minimus non-commercial recreational use, up to four (4) feet in width may be established and maintained on the Property, provided that they do not diminish the Conservation Values of the Property and are located and constructed to prevent erosion, avoid habitat fragmentation, and protect sensitive areas and water quality. All trails shall have a pervious surface of natural materials.

Baseline Condition: There are trails on the Property. The trails are in compliance with this provision.

d. Roads. Roads and bridges existing on the Property at the time of the conveyance of this Easement may be maintained and may be widened or improved as needed for agricultural or other permitted activities, and new bridges and unpaved farm roads may be created as needed to support agricultural activities as permitted herein in accordance with the purposes of this Easement and the Conservation Plan, provided that the roads and bridges are located so that the impact on prime and important soils is minimized. All roads outside the Farmstead Area shall have a pervious surface of natural materials, which may include but is not limited to, gravel and stone. The Grantor may establish and maintain paved roads and parking areas within the Farmstead Area in compliance with section 2.2(g).

Baseline Condition: There are no roads outside of the two farmsteads. The roads within the farmstead areas have pervious surfaces.

e. Buildings, structures, or improvements may be placed, constructed, maintained, renovated, expanded or replaced only in accordance with paragraph 2.2(g), only in compliance with the Conservation Plan, and only if used primarily for agricultural purposes, forestry purposes, or to support other purposes that are permitted by this Easement and are consistent with the Purposes of this Easement, and only if, to the greatest extent practicable, such buildings, structures, and improvements are located within the South Farmstead Area. Such buildings, structures, and improvements are permitted outside the Farmstead Area only if they are not located on areas of prime farmland, and only in accordance with section 2.2(g) below. The Local Grantee shall be notified 60 days in advance of the construction of any new buildings or structures.

The North Farmstead Area and South Farmstead Area identified on Exhibit B and further described in Exhibit C, may include no more than two (2) single-family residences in the North Farmstead Area and one (1) single-family residence in the South Farmstead Area, together with related accessory structures, structures and improvements necessary for agricultural purposes, septic system, and utilities; all within the Farmstead Area, along with driveways, underground pipes and overhead or underground wires necesssary to service the permitted residence and agricultural infrastructure; and may be constructed, maintained, repaired, restored or replaced, in compliance with section 2.2(g) below. Only three residences, including the existing residence in the Farmstead Area, are permitted anywhere on the Property. No residence is permitted outside the North Farmstead Area or the South Farmstead Area.

Baseline Condition: There is one residence in the North Farmstead Area and no residences in the South Farmstead Area. All buildings are within the North and South Farmstead Areas.

f. Utilities. Utility systems and facilities may be installed, maintained, repaired, extended and replaced only to serve uses and activities on the Property specifically permitted by this Easement. This includes, without limitation, all systems and facilities necessary to provide power, electricity, fuel, water, waste disposal and communication for structures permitted by paragraph 2.2(e).

Utility systems and facilities shall be installed with minimal grading and disturbance to vegetation, and will be placed, to the greatest extent practicable, within the Farmstead Area or on soils that are not Prime, Unique, or Important Farmland. Following installation, the surface of the Property shall be restored to a condition consistent with the Conservation Purposes of this Easement.

Baseline Condition: All utilities are within the North and South Farmstead Areas.

g. Impervious surface. The total impervious surface area of all existing or future buildings, structures, improvements, roads, and parking areas, both within and outside of the North Farmstead Area, shall not exceed fifty percent of the Farmstead Area and fifty percent of the South Farmstead Area. Of this amount, the total impervious surface area permitted outside the Farmstead Area and the South Farmstead Area shall not exceed .5 acres (10,890 square feet), excluding any existing pond and spillway, as identified in Exhibit B. However, this limitation shall not restrict the Landowner from erecting structures for energy generation primarily for agricultural and/or personal as reserved herein. For purposes of this Easement, impervious surface shall be defined as permanent, non-seasonal rooftops, and concrete and asphalt surfaces. Impervious surfaces do not include conservation practices listed in the official USDA Field Office Technical Guide or areas within public rights-of-way.

Baseline Conditions: The North Farmstead Area lies within Township 6 North, Range 5 East in the Southwest Quarter of the Southwest Quarter of Section 18. The North Farmstead Area also lies within Township 6 North, Range 5 East in the Northeast Quarter of the Northeast Quarter of Section 19. The North Farmstead Area is approximately 12.28 acres in size. The area contains one single family residence with five (5) other ancilary structures. Approximately 1.5 acres of the North Farmstead

Area has impervious surfaces. Therefore approximately 12.2% of the North Farmstead Area is impervious.

The South Farmstead Area lies within the Township 6 North, Range 5 East in the Southwest Quarter of the Northeast Quarter of Section 19. The area has two (2) foundations and building rubble. The area is currently unoccupied for humans. The South Farmstead Area is approximately 7.5 acres in size. Approximately 0.6 acres of the South Farmstead Area has impervious surfaces. Therefore 8% of the South Farmstead Area is impervious. The Property is in compliance with the imprevious restrictions of this section.

2.3 Commercial, Agricultural, Residential and Industrial Uses. Use of the Property for commercial or industrial purposes, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity is prohibited except as provided for below.

a. Residential and agricultural uses are permitted when in accordance with this Easement and the Conservation Plan as required in section 2.7(c).

Baseline Condition: There is a single family residence habitated on the North Farmstead Area. The South Farmstead Area has no habitatal structures. The lands outside of the North and South Farmstead Areas consist of approximately 53 acres of native prairie, 80 acres managed for timber production and 392 acres idle grasslands. The Property is habitated by rare, threatened and rapidly declining grassland species. Most notibly, Henslow's Sparrows and Regal Frittilary Butterlies. Additional maps and photographs of the property are on file with the local grantee.

b. The Grantors may charge rent or fees for permitted uses of the Property.

Baseline Condition: The Grantor rents storage space within the buildings in the North Farmstead Area. This use is consistent with this provision and 2.3 (d) below.

c. The processing and sale of forest or agricultural products grown or produced primarily on the Property is permitted.

Baseline Condition: There is no processing of any products on the Property.

d. The Grantor or occupants of the permitted residences may carry on cottage industries within the Farmstead Areas, provided that: (i) such uses are incidental to the agricultural use of the Property, and (ii) the cottage industries do not involve regular parking for more than three motor vehicles, (iii) such cottage industries are in accordance with this Easement, and (iv) such cottage industries are conducted primarily within permitted buildings on the Property or any non-agricultural business activities conducted outside of buildings incidental to the agricultural use of the Property and do not occupy more than 2000 square feet of space outside of buildings.

Baseline Condition: The Grantor rents storage space within the buildings in the North Farmstead Area. This use is consistent with this provision and 2.3 (b) above.

2.4 Dumping. There shall be no dumping or storage on or under the Property of any trash, garbage, construction materials, sewage, ashes, manure, trees, brush, hazardous materials, discarded or salvageable materials such as junk cars, or other unsightly or offensive material. There shall also be no dumping or stockpiling of any soil, sawdust, gravel, or sand, except as needed for agricultural operations or other activities on the Property permitted by this Easement. This is not intended to prohibit agricultural operations permitted by this Easement or the burning or composting of excess brush or other plant material generated on the Property by activities permitted in this Easement. The following activities are permitted: storage and spreading of manure, lime, or other fertilizer for agricultural purposes, pursuant to paragraph 3.2(a); the composting of organic materials generated on the Property, in an area not to exceed one (1) acre; and the temporary storage of trash generated by permitted activities on the Property, in receptacles, for periodic off-site disposal, so long as such activities are done in a manner that does not impair the agricultural or conservation values of the Property.

Baseline Condition: There are no known or visible dump sites on the Property.

2.5 Mining, Ponds, and Surface Alteration. All mining, drilling, exploring for, excavation or removal of any oil, gas, other hydrocarbons, or other minerals is prohibited. Excavation or stockpiling of soil, sand, peat, gravel, rock or any other earth materials is permitted only to support activities on the Property expressly permitted by this Easement and only in a manner consistent with the Conservation Purposes of this Easement. Such excavation must be limited in scope and impact, may not exceed one acre (43,560 square feet) in area for all such excavation on the Property, and to the maximum extent possible shall not be located on areas of Prime, Unique, or Important Farmland soils.

Baseline Condition: There are no known mines or excavations.

The flooding or building of ponds and constructed water facilities is permitted only if such water areas (i) are consistent with the Conservation Purposes of this Easement, (ii) to the maximum extent practicable, are not located on areas of Prime, Unique, or Important Farmland soils, and (iii) do not exceed three (3.0) acres in area for all such water areas on the Property, including existing impounded water areas and excluding all drainage ditches and water and sediment control basins necessary to support agricultural activities on the Property; except that restoration of natural wetlands on hydric soils, and conducted in accordance with section 2.7(c) below, in order to enhance wetland values, is permitted without restriction. However, nothing in this provision shall affect the Landowner's right to maintain ponds or other structures existing at the time of the Grant of this Easement or require the Landowner to remove any existing pond as identified in Exhibit B.

Baseline Condition: There is one approximately 1 acre pond on the Property located south of West Brigham Road.

There shall be no alteration of the surface of the Property, including, without limitation, ditching, draining, diking, tiling, filling, leveling, or any use or activity that causes or is likely to cause significant soil degradation or erosion except as necessary for agricultural uses of the Property that are in accordance with this Easement and the Conservation Plan required in section 2.7(c). This provision shall not prevent the Grantors from maintaining, cleaning, replacing, installing, or rebuilding drainage ditches and tile lines needed for agricultural uses of the Property conducted in accordance with section 2.7(c).

Baseline Condition: There are no ditching, tiling, diking, or surface alterations on the Property.

2.6 Subdivision, Extinguishment of Development Rights, Rights-of-Way, and Density

a. The intent of this Paragraph is to require that the entire Property remain as a single, indivisible tract managed for the Purpose of this Easement, and to prohibit the conveyance of any part except as a whole. The Property shall not be subdivided into smaller parcels, whether through legal or *de facto* subdivision, including division through the creation of condominiums, site leases, lot line adjustments, or other means, except boundary line adjustments, not exceeding 2 acres for the entire Property, are permitted only to correct technical errors made in the survey or legal description.

b. Except as provided in section 2.6(d) below, all rights to develop or use the Property that are prohibited by or inconsistent with this Easement are extinguished, and cannot be used to transfer development rights to other land owned by the Grantors or any other party, or to permit increased development density or increased natural resource use or extraction on other land, or to achieve other regulatory mitigation credits on land not subject to this Easement.

c. Rights-of-Way. Rights-of-way across the Property may be granted only with prior written approval of the Grantees and the Wisconsin Department of Natural Resources, and only if they do not restrict agricultural use or other permitted activites of this Easement, and only if to the greatest extent possible such rights-of-way utilize existing access points, paths, farm lanes, and roads, and do not cross Prime, Unique, or Important soils. No right of way shall be granted across the Property in conjunction with any industrial or commercial use or residential development of other land not protected by this Easement.

d. Density. The Grantees, WDNR, and the Grantors agree that the Grantors reserve the right to use the area of this Easement to satisfy land area requirements to construct and maintain two residential dwellings within the North Farmstead Area and one residential dwelling within the South Farmstead Area as provided herein. Except for the above reserved rights, the Grantors are granting to the Grantees all development rights (except as specifically reserved herein), and the Grantors agree that, except as provided in this section, no portion of the Property shall be used to satisfy land area requirements for other property not subject to this Easement for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement may be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.

Baseline Condition: The Property is in compliance with this provision.

2.7 Vegetation. Vegetation shall be managed in a manner that preserves the Conservation Values of the Property and its scenic character from public vantage points.

a. Invasive plant species shall not be introduced or planted anywhere on the Property. Non-native species may only be planted in the Farmstead Areas or in areas of the Property used for agriculture, in accordance with section 2.7(c).

b. Any commercial harvest of trees on the Property shall be in accordance with a Forest Stewardship Management Plan ("Forest Plan"). The Forest Plan shall:
   (i) be approved in writing by the Local Grantee and WDNR prior to implementation.
   (ii) be prepared by the Wisconsin Department of Natural Resources, a licensed professional forester, a certified Plan Writer or other qualified person approved in writing by the Local Grantee.
   (iii) protect the Conservation Values of the Property.
   (iv) identify objectives and actions that will be taken to protect and manage soil, water, wetlands, riparian areas, aesthetic quality, recreational opportunities, natural communities, and fish and wildlife resources.
   (v) be in accordance with Best Management Practices as described in Wisconsin Forest Management Guidelines, PUB-FR-226, 2003, Wisconsin Department of Natural Resources, or it's successor publication; and
   (vi) include an access plan, indicating routes of ingress and egress for the areas to be harvested.

c. Agricultural activities, including planting, harvesting, and management of agricultural crops is prohibited on the Property, except in accordance with a conservation plan, as described below:

   (i) As required by section 1238I of the Food Security Act of 1985, as amended, the Grantors shall conduct all agricultural operations on the protected Property in a manner consistent with a conservation plan prepared in consultation with NRCS and approved by the local County Land Conservation Committee and NRCS, or by NRCS. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this easement. However, the Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantors, in order to monitor compliance with the conservation plan.

   (ii) In the event of noncompliance with the conservation plan, NRCS shall work with the Grantors to explore methods of compliance and give the Grantors a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantors do not comply with the conservation plan, NRCS will inform the Local Grantee of the Grantors' noncompliance. The Local Granteer may also monitor compliance with the conservation plan. The Local Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event or circumstance of non-compliance with the conservation

plan, (b) NRCS has worked with the Grantors to correct such noncompliance, and (c) Grantors have exhausted their appeal rights under applicable NRCS regulations.

(iii) If the NRCS standards and specifications for highly erodible land are revised after the date of this Easement based on an Act of Congress, NRCS will work cooperatively with the Grantors to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

(iv) In addition to the above requirements, all agricultural operations on the Property shall be conducted in accordance with a conservation plan that adequately addresses all resource concerns identified through the Conservation Planning Process, as defined in the NRCS National Planning Procedures Handbook or successor document. Examples of such resource concerns include soil erosion, water quality, air quality, plant management, animal habitat, and human considerations. The conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and shall be approved by the local Land Conservation Committee and NRCS, or by NRCS. The conservation plan shall be updated periodically, as determined by the NRCS, the Local Grantee or the local Land Conservation Committee, or at any time that the basic type of agriculture operation on the Property changes, or upon any change of ownership of the Property. The Grantees shall have the right, with reasonable advance notice to the Grantors, to enter upon the Property for purposes of monitoring and ensuring compliance with the conservation plan.

(v) Permitted agricultural operations include, but are not limited to, grazing of animals, viticulture, horticulture, and ranching; and establishing, maintaining, and using cultivated fields, vineyards, orchards, and pastures in accordance with the conservation plan required by Paragraph 2.7(c)(iv).

(vi) The storage and use of pesticides necessary for activities permitted pursuant to Paragraph 2.7, and the storage and spreading of manure, lime or other fertilizer for agricultural purposes, pursuant to Paragraph 2.7, shall be conducted in accordance with the conservation plan required by Paragraph 2.7(c)(iv).

2.8 Vehicles. Operation of motorized vehicles on the Property is permitted only to carry out activities specifically permitted under this Easement, including any agricultural purpose, or for limited, non-commercial recreational use that does not adversely affect to any substantial extent the agricultural use or Conservation Values of the Property.

2.9 Water. There shall be no manipulation or alteration of any water body on or adjacent to the Property or its shoreline, except as needed for agricultural use conducted in accordance

with the conservation plan required in section 2.7(c), or except as specifically authorized in paragraph 3 or paragraph 2.5, or with the prior written approval of the Local Grantee. However, nothing in this provision shall affect the Landowner's right to maintain any existing pond and/or supporting structures as identified in Exhibit B, or currently located on the North Farmstead Area or the South Farmstead Area.

For the purpose of this Easement, a water body means a creek, stream, intermittent stream, drainage way, river, pond, lake, surface or subsurface spring, wetland or other body of water except as provided below.

2.10 Landing Sites, Race Tracks, Marinas, Athletic Fields, and Golf Courses. The use of the Property as an aircraft landing site, motorized vehicle race track, public boat marina, public athletic field, or golf course is prohibited.

2.11 Soil Erosion. There shall be no use or activity that causes or is likely to cause soil degradation or erosion or pollution of any surface or sub-surface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements. This provision shall not limit agricultural use of the Property conducted in accordance with the conservation plan required in section 2.7(c).

Baseline Conditions: The Property is in compliance with provisions 2.7 to 2.11.

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Baseline Soils Map

The Schulke Family Trust Lands

Brigham Township, Iowa County T. 6N, R 5E, Section 18 & 19

The accuracy of the information contained on this map is limited to the quality of data obtained from various sources. This map is not a substitute for an actual field survey. Aerial 2005 USDA NAIP

Produced by the Driftless Area Land Conservancy

- Schuelke Family Lands
- All areas are prime farmland
- Farmland of statewide importance
- North Farmstead
- South Farmstead
- Pond

Hydrology

- Intermittent
- Perennial

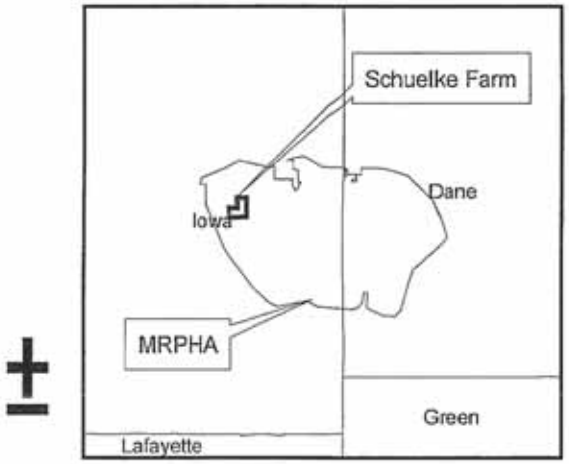

EXHIBIT D
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Exhibit D

2005 Land Use

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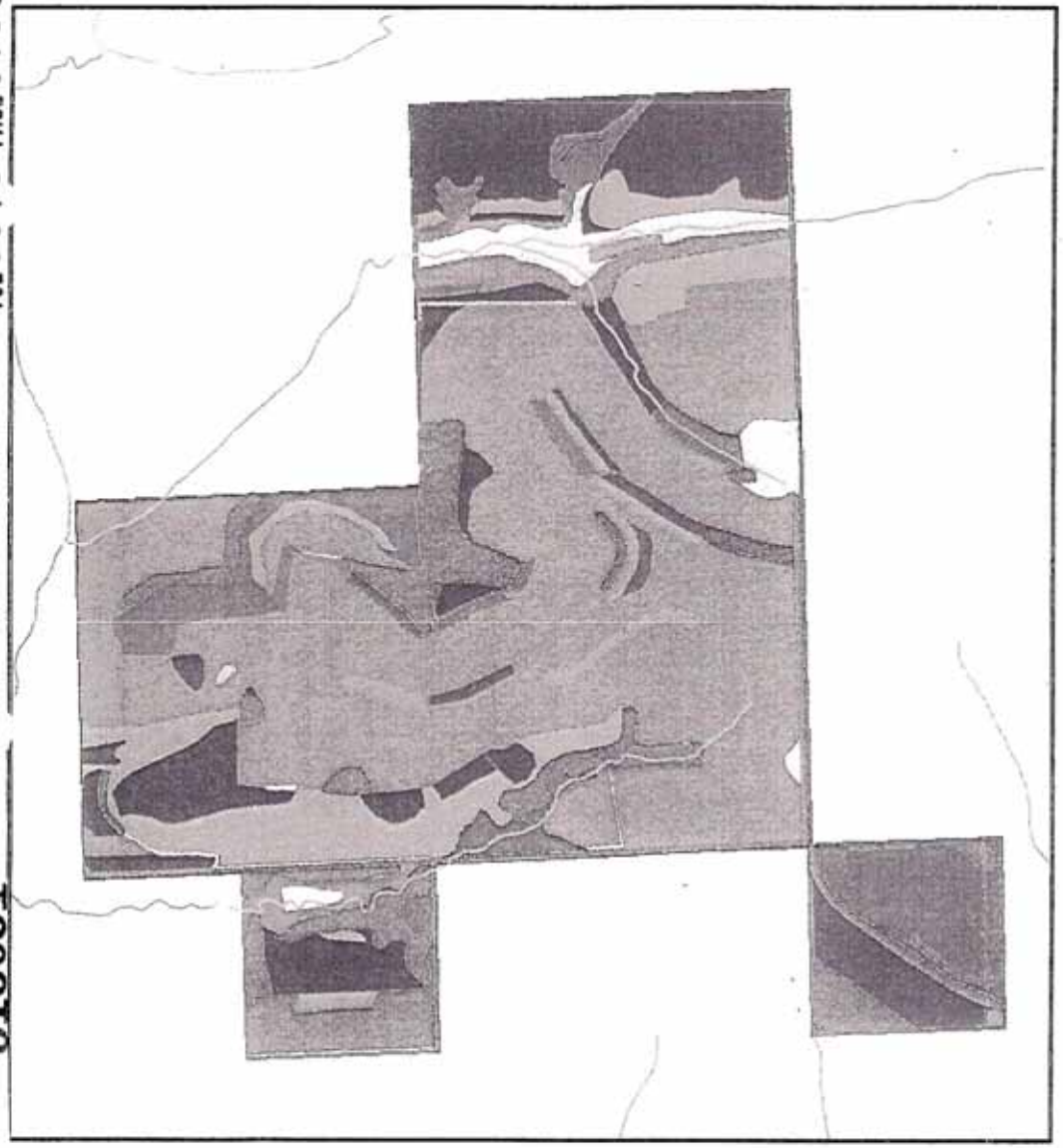
313691

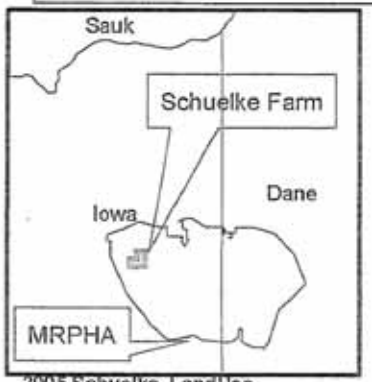


0 700 1,400 2,800 4,200 5,600 Feet

Brigham Township, Iowa County T. 6N, R 5E, Section 18 & 19

The accuracy of the information contained on this map is limited to the quality of data obtained from various sources. This map is not a substitute for an actual field survey.

Produced by the Driftless Area Land Conservancy
April 22, 2007



N

2005 Schuelke_LandUse

MRPHAhab_2

- "Dry pasture (H, M)"
- "Residential, Farmstead, Developed"
- Corn- include stubble
- Cropland
- Grass Hay
- Grassy Waterway- large
- Idle forbs-no shrubs
- Idle grass-no shrubs
- Miscellaneous
- Mixed forbs/grass-no shrubs
- Mixed forbs/grass-with shrubs
- Mowed Hay
- Paved Road
- Prairie - Planted
- Savanna with shrubs
- Shrub Clump
- Small Grains- include stubble
- Strip Crops (with hay and grain)
- Strip Crops (with hay)
- Tree Clump
- Upland shrubs
- Upland woods-coniferous
- Upland woods-deciduous
- Wet meadow
- Young plantation (conifer)

EXHIBIT D
11 OF 11