



1892386

**CONSERVATION
EASEMENT WARRANTY DEED**

**Farm and Ranch Lands Protection Program
Wisconsin #73-5F48-7-067**

RANDAL LEYES
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
05/25/2010 11:36:01AM

REC FEE: 89.00
EXEMPT #:
EXCLUSION CODE:
PAGES: 40

THIS CONSERVATION EASEMENT WARRANTY DEED ("Easement") is made on this 20th day of MAY, 2010, by DOUGLAS G. BATTY, (a married person), of 9702 W County Trunk M, Edgerton, Wisconsin 53534, ALETA JOHNSON, (a married person), of 575 Twin Lanes Road, Soguel, California 95073, MAXINE L. PORTER, (a single person), of 8535 W State Road 59, Edgerton, Wisconsin 53534, WARREN PORTER AND FARIBA PORTER, (husband and wife), as survivorship marital property, of 1506 Ivanhoe Circle, Fitchburg, Wisconsin 53711, PAULA BENNETT, (a married person) of 8002 N Casey Road, Edgerton, Wisconsin 53534, DONALD PORTER, (a married person), of 8204 N Casey Road, Edgerton, Wisconsin 53534, JOAN PORTER, (a married person) of 400 East Randolph Street, Chicago, Illinois 60601, MARILYN KARIM, (a married person), of 12 Polo Street, Wheaton, Illinois 60187, JEFFRY H. PORTER, (a married person) of 9748 N Riley Road, Evansville 53534, and RANDALL W. PORTER, (a married person), of 15100 SE Anderson Road, Damascus, Oregon 97089 as tenants in common, and HELEN M. PORTER, (a widow) of 9926 Riley Road, Evansville, Wisconsin 53536, as a joint tenant; ("GRANTORS"), and the STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (also referred to herein as "State Grantee"), 101 South Webster Street, Madison, Wisconsin 53507 as a holder of the conservation easement and development rights pursuant to the provisions of sections 23.27, 23.29 and 700.40(l)(a) of the Wisconsin Statutes, and the UNITED STATES OF AMERICA, ("Federal Grantee" or "United States"), acting 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] (16 USC 3838 h-i).

Return to:
State of Wisconsin
Department of Natural Resources
Sharene Smith LF/6
Box 7921
Madison, WI 53707

40
8900

Parcel Identification Nos.:
6-4-45

Consideration, acreage, description checked: PJ
Reservation, exception, easement checked: PJ

WITNESS THAT:

For purposes of interpreting this Conservation Easement Warranty Deed, the Grantors, who are the current fee title Owners, will be referred to as the "GRANTORS" throughout this Easement Deed. Wisconsin Department of Natural Resources will be referred to as the "STATE GRANTEE" and the United States will be referred to as the "UNITED STATES" or "FEDERAL GRANTEE" throughout this Easement Deed. The State Grantee and the United States are referred to collectively as the "EASEMENT HOLDERS" or "GRANTEES" except as otherwise specified. The Grantors and Grantees are collectively the "PARTIES". All of the parties hereto agree for themselves, their heirs, successors and assigns, that this Easement 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 **ONE HUNDRED NINETY-FIVE THOUSAND AND NO/1.00 Dollars (\$195,000.00)**; **NINETY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/1.00 Dollars (\$96,250.00)** being paid by the United States and **NINETY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/1.00 Dollars (\$98,750.00)** being paid by the State Grantee, the Grantors/Landowners, 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 property in Town of Center, Rock County, Wisconsin more particularly described in Exhibit "A" attached hereto and made a part hereof, being **155.7 acres**, together with a permanent appurtenant right of motor vehicle access to said Conservation Easement area. 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.

WHEREAS Grantors are the sole owners in fee simple of approximately **155.7 acres** of real property in the Town of Center, Rock County, Wisconsin, more particularly described as:

See Exhibit A for Description and Exhibit B for Illustration, which are incorporated by reference herein,

and hereinafter referred to as the "Property".

The Property is non-homestead property.

WHEREAS the Property, in its present state, has significant and substantial value as agricultural land and conservation open space; and

WHEREAS the Wisconsin Department of Natural Resources desires to protect viable farm operations and farmland including prime and important agricultural soils, to maintain the rural character of the area, to permanently preserve scenic vistas and environmentally significant areas, to retain and protect open space values of real property and to assure the availability of real property for agricultural, forest, and conservation open space uses; and

WHEREAS Grantors desire and intend that the agricultural and conservation open space values of the Property be preserved and maintained in order to assure the availability of real property for agricultural, forestry, conservation, and open space uses; and

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

WHEREAS approximately 78% of the soils of the Property have been classified as Prime or important farmland by the Natural Resources Conservation Service, U.S. Department of Agriculture; and

WHEREAS the Grantors and the Grantees desire, intend and have the common purpose of retaining the Property in agricultural and conservation open space use by placing restrictions on the use of the Property and authorizing Grantees to monitor and enforce such restrictions, all as described herein; and

WHEREAS the State Grantee is qualified to be a "holder" (as that term is defined in section 700.40(l)(b) of the Wisconsin Statutes) of conservation easements pursuant to section 700.40(2) of the Wisconsin Statutes; and

WHEREAS the State Grantee is qualified to receive funds under the Farm and Ranch Lands Protection Program for part of the cost of acquiring this Easement, in accordance with the Cooperative Agreement between the United States of America, Commodity Credit Corporation and the State Grantee, Agreement Number 73-5F48-7-067, dated July 23rd, 2007 and revised March 11, 2008 and August 26, 2008; and amended February 22, 2009, March 23, 2009, July 14, 2009 and January 27, 2010.

WHEREAS the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property in the "Baseline Documentation Report" dated September 1, 2009 included in **Exhibit C**, attached hereto and made a part hereof. The report consists of maps, photographs and other documentation that the Parties agree provide, collectively, an accurate representation of the Property as of the date of this Easement Deed, and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement Deed; and

WHEREAS the common law and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on the owner of lands; and

WHEREAS the State Grantee agrees by accepting this Easement to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation and agricultural values of the Property for the benefit of this generation and the generations to come.

WHEREAS the Parties acknowledge that public funds are being expended to acquire the rights conveyed by this Easement and that those rights are for a public purpose that includes the preservation and protection of the conservation and agricultural values of the Property.

Upon recording this document and receiving a title insurance policy indicating merchantable title in the Grantors, the State Grantee shall pay **ONE HUNDRED NINETY-FIVE THOUSAND AND No/1.00 Dollars (\$195,000.00)** to the Grantors for this Easement.

The Grantors acknowledge that **NINETY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/1.00 Dollars (\$96,250.00)** for the acquisition of this conservation easement was 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 identified herein, including an easement interest in the Property.

The development rights conveyed by this Easement Deed shall include all development rights except those specifically reserved by the Grantors herein and those reasonably required to carry out the permitted uses of the Property as herein described. The conservation easement and restrictions hereby conveyed consist of covenants on the part of the Grantors to do or refrain from doing, severally and collectively, the various acts set forth below. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and shall run with the land in perpetuity.

1. PURPOSE. It is the purpose of this Easement to conserve productive agricultural land and to protect prime, unique, and other productive soils in order to facilitate active and economically viable farm use of the Property now and in the future and to conserve scenic and conservation open spaces to maintain, for the benefit of future generations, the rural characteristics of the area 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, open space and such other limited uses as expressly permitted in this Easement Deed.

Grantors and Grantees recognize these agricultural, open space and scenic values of the Property (hereinafter "Conservation Values"), and share the common purpose of conserving these values which are reflected in this Easement Deed to prevent the use or development of the Property for any purpose or in any manner which would conflict with the provisions of this Easement Deed. Grantees accept such conservation restrictions and development rights in order to conserve these values for present and future generations.

2. RESTRICTIONS, PROHIBITED USES AND CERTAIN RIGHTS OF THE LANDOWNER. Any activity on or use of the Conservation Easement Area described in Exhibit "A" attached which in the opinion of the 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 Landowners.

No residential, business, commercial, industrial, or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected or moved onto the Property, except as specifically permitted under this Easement. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) *Division of Property Prohibited.* It is the intent of this subparagraph to require that the entire Property remain as one tract and to prohibit the further division or subdivision of said tract, or the conveyance of any fractional part thereof. If said tract is sold or conveyed to the State Grantee, the portion sold or conveyed shall be subject to the terms and conditions of this Easement Deed and to the provisions of section 19(i) below. No portion of the Property shall be used in any manner to increase the density of development of any of Grantors' lands not subject to this Easement Deed, whether through the common ownership of such parcel, transfer of development rights or by any other means. The division of the Property into smaller parcels, whether through legal or *de facto* subdivision, including divisions through the creation of condominiums, site leases, lot line adjustments or other means is prohibited, except as permitted below.
 - (1) Boundary line adjustments, not exceeding 2 acres are permitted only to correct technical errors made in the survey or legal description.
 - (2) In the event of any sale or conveyance of the Property under this Paragraph, the property sold or conveyed shall be subject to the terms and conditions of this Easement Deed. The placement or construction of any buildings, structures or other improvements of any kind including, without limitation, roads and parking lots is prohibited on any property sold or conveyed by a lot line adjustment allowed by this Easement Deed. Any deed or other document conveying legal title to such property shall specify the terms and conditions of this Easement Deed.
- (b) *Commercial and Industrial Uses Prohibited.* 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 for forestry and agricultural uses as permitted herein. The Grantors may charge rent or fees for permitted uses of the Property.
- (c) *Buildings, Structures and Improvements Prohibited.* The placement or construction of any buildings, structures, or other improvements of any kind (including, without limitation, roads, parking lots, mobile homes, storm sewers, sanitary sewers, water or other utility facilities) is prohibited, except as permitted below:

- (1) Utilities such as cell phone towers, commercial windmills, or commercial satellite dishes are prohibited.
 - (2) Construction and maintenance of fences, irrigation equipment, wells, unpaved or gravel farm roads, and unpaved trails for de minimus non-commercial recreational use up to six (6) feet in width, that are necessary and incidental to uses permitted on the Property by this Easement Deed are permitted. Construction of driveways, roadways, trails, or parking areas of concrete, asphalt, or other impervious materials is prohibited.
 - (3) The total impervious surface area of all roads and parking area shall not exceed two percent (2%, 3.15 acres, 137,214 square feet) of the total acreage.
- (d) *Surface Alterations Prohibited.* Any alteration of the surface of the land is prohibited, including, without limitation, the excavation or removal of soil, sand, gravel, rock, or peat, except as may be required in the course of carrying out uses of the Property expressly permitted herein. The flooding or building of ponds and constructed water facilities is permitted only to support activities expressly permitted herein, must be consistent with the Conservation Purposes of this Easement, and may not exceed **two (2) acres** in size for all such water areas, excluding the restoration of natural wetlands on hydric soils and sediment control basins necessary to support permitted activities on the Property. The excavation or removal of soil, sand, gravel, rock, or peat is permitted only to support activities on the Property expressly permitted herein. Such alteration must be limited in scope and impact and may not exceed **one (1) acre** in size for all such excavation. Mining, drilling, exploring for, or removal of oil, gas, other hydrocarbons, or other minerals is prohibited.
- (e) *Soil Degradation Prohibited.* Any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters is prohibited. This paragraph is not intended to prohibit agricultural uses of the Property conducted in accordance with paragraph 2(g).
- (f) *Wetlands Degradation Prohibited.* Any use or activity, including the draining, tiling, ditching, filling in with earth or any other material, that causes or is likely to cause significant degradation of the wetlands, or of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes hereinafter occurring is prohibited; except that this provision shall not prevent the Grantors from maintaining existing drainage ditches and tile lines needed for agricultural uses of the Property conducted in accordance with paragraph 2(g).

(g) *Manipulation of Vegetation Prohibited.* Any manipulation of vegetation including cutting, planting, harvesting or management of trees, agricultural crops and other plants is prohibited, except as permitted below:

- (1) 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 Rock 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.
- (2) 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 Grantee of the Grantor's non-compliance. The State 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.
- (3) 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 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 Grantors may be or become subject
- (4) The Property may be used for agriculture, silviculture, and to manage fish and wildlife habitat. Activities associated with these uses shall be conducted pursuant to a conservation plan which, in addition to the highly erodible land conservation requirements of section 2(g)(1) above, shall adequately address 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 Land Conservation Committee and NRCS, or by NRCS. Said plan shall be updated periodically, as determined by the NRCS, the State Grantee, or the Rock County 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 State Grantee and NRCS 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.

- (5) Trees may be removed, planted, cut or otherwise managed for the production of timber or other forest products. Any such activity shall be according to a Timber Management Plan prepared by the Grantors and approved by the State Grantee. Notice of Grantors' intent to undertake the above mentioned activities shall be sent to the State Grantee. The requirements of this paragraph shall not unreasonably limit the Grantor's right to conduct agricultural operations on the Property in accordance with sections 2(g)(1) through 2(g)(4) above.

(h) *Dumps and Landfills Prohibited.* No portion of the Property shall be used for dumps or landfills or the dumping, placement, storage, or accumulation upon, on, in, or under the Property of waste materials of any kind, including but not limited to ashes, trash, garbage, sewage, sawdust, trees, brush, manure, discarded or salvageable materials such as junk cars, any solid material defined in Wis. Stats. § 144.01(15), or any unsightly, offensive, or Hazardous Materials, except as permitted in this paragraph (2(h)). The application of bio-solids consistent with generally accepted agricultural practices, and in accordance with section 2(g) above, is permitted. The storage and spreading of chemicals, pesticides, herbicides, manure, lime or other fertilizer or toxic substances for agricultural purposes, in accordance with section 2(g) above, and in accordance with all applicable laws, regulations, and labeling requirements shall be permitted. The composting of organic materials in an area of the Property not to exceed **two (2) acres**, and the temporary storage of trash generated on the Property by activities permitted herein, for periodic offsite disposal is permitted.

(i) *Billboards Prohibited.* The placement of advertising signs or billboards on the Property is prohibited, except that, subject to zoning regulations, the following signs are permitted:

boundary markers and directional signs
signs stating the name and address of the Property

signs stating the names of persons living on the Property
signs posted to control unauthorized entry or use of the Property
memorial plaques
temporary political or religious signs
signs informing the public of a permitted cottage industry or home occupation
signs advertising the sale of products produced by permitted activities on the Property
temporary signs indicating that the Property is for sale or lease

provided that the signs are not lighted, no individual sign is larger than **twelve (12) square feet** in area, the aggregate size of all signs combined does not exceed **ninety (90) square feet** in area on the Property and the placement, number, size and design of any such signs does not significantly diminish the scenic character of the Property. In addition to the signs and size limits permitted above, the Grantees shall have the right to place up to **two (2)** signs on the Property, not exceeding **12 square feet** in area for each such sign, that identify the land as being protected by this Easement.

(j) *Landing Sites, Race Tracks, Marinas, Athletic Fields, and Golf Courses Prohibited.* The use of any part of the Property as an aircraft landing site motorized vehicle racetrack, public boat marina, athletic field, or golf course is prohibited, except as permitted in this paragraph (2(j)).

Small non-commercial, non-public, and non-lighted athletic fields for recreational use primarily by the Grantors or occupants of the permitted residence, such as baseball diamonds, putting greens, or volleyball courts, are permitted within the Farmstead Area, provided they do not to any substantial extent conflict with the Conservation Purposes of this Easement Deed or with the agricultural uses of the Property.

(k) *Recreational Use.* The Property may not be leased or used for commercial recreational activity. Low impact, non-developed, non-commercial recreational activities that are consistent with the Conservation Purposes of this Easement Deed, and do not to any substantial extent damage the Conservation Values of the Property, such as hiking, nature observation, cross-country skiing, hunting, trapping, and fishing are permitted. The State Grantee is granted these rights as described in 4. (c) below.

(l) *Vehicle Use.* Operation of motor vehicles on the Property is permitted only to carry out activities specifically permitted under this Easement Deed or for limited, non-commercial recreational use, that does not to any substantial extent have an adverse impact on the Property or damage its Conservation Values. State Grantee, at its discretion, may limit or prohibit the operation of motorized vehicles for recreational purposes to prevent adverse impacts to the Property or damage to its Conservation Values. Non-commercial, recreational snowmobiling is permitted when the Property is snow-covered, provided the Conservation Values of the Property are not damaged.

(m) *Inconsistent Uses Prohibited.* No use shall be made of the Property, and no activity thereon shall be permitted which, in the reasonable opinion of either Grantee, is or is likely to become inconsistent with this Easement Deed as stated above.

3. RESERVED RIGHTS. Grantors reserve to themselves and to their heirs, successors or assigns, all rights accruing from Grantors' ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent with this Easement Deed, to conduct agricultural operations on the Property in accordance with section 2(g) above, and to sell or otherwise convey the Property subject to the terms, conditions and restrictions of this Easement Deed.

4. RIGHTS AND REMEDIES OF THE GRANTEES. In order to accomplish the purposes of this Easement the Grantors expressly convey to the Grantees the following rights and remedies, to be carried out by the State Grantee as the Grantee responsible for monitoring and enforcement of this Easement, subject to the rights of the United States under Section 20 of this Easement Deed.

Notwithstanding the foregoing or any deep provision herein to the contrary, the United States reserves the right to enter upon the easement area 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 Grantor's negligence or failure to comply with the easement requirements as it relates to the conservation plan violations. 7 CFR 1491.30 (c).

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

- (a) Upon reasonable notice, State Grantee, or State Grantee's representatives shall have the right to enter upon the Property at reasonable times in order to monitor Grantors' compliance with this Easement or enforce the terms of this Easement Deed. This right shall not include the right to enter buildings on the Property. The State Grantee has the right to access the property with vehicles in order to implement the terms of this Easement Deed, at reasonable times when such access will not damage agricultural crops or interfere with agricultural operations.
- (b) The right to prevent any activity on or use of the Property that is inconsistent with this Easement. Pursuant to Paragraph 7 of this Easement Deed, State Grantee shall have the right to require, at Grantors' sole expense, the restoration of such areas or features of the Property that may be damaged by any activity or use that is inconsistent with this Easement.
- (c) The State Grantee shall have the right to permit public access for the purpose of pursuing the recreational activities permitted by Section 2(k), above. Such access shall be by foot, snowshoe or ski only. Such access may be restricted by State Grantee or Grantors, when agricultural crops are likely to sustain substantial damage or when such access may

interfere with agricultural operations on the Property. The State Grantee shall have no right to restrict agricultural use of the Property, providing such agricultural use is conducted in accordance with section 2(g). No part of the Property may be used for commercial recreational activity.

In addition, the State Grantee shall have the right to post signs as needed on the Property to identify boundaries and describe rules and regulations provided such signs do not unreasonably interfere with agricultural use of the Property. The State Grantee also shall have the right to construct a vehicle parking lot for public use adjacent to N Weary Road, only if the area of the Property disturbed for the parking lot, including access lanes, ditches and embankments, is no larger than 1,500 square feet in area, no part of the area disturbed for the parking lot is more than 100 feet from the center line of N. Weary Road, and the parking lot has a surface of pervious material, such as gravel. The State Grantee shall also have the right to construct a fence and gate within the area disturbed for the parking lot.

The State Grantee shall not have any right to grant vehicle access, including snowmobile access, to any part of the Property except the permitted parking lot. Except for the improvements specifically permitted by this section, 4(c), the State Grantee shall not have any right to construct or place any structures or improvements, such as but not limited to, trails, shelters, rest rooms, fences, roads, picnic tables, or other facilities on any part of the Property.

5. STATE GRANTEE'S APPROVAL. Where this Easement Deed requires the approval of State Grantee, such State Grantee shall approve, conditionally approve, or deny Grantors' request in writing within 30 days of receipt of Grantors' written request. Grantors' request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit State Grantee to make an informed judgment as to its consistency with this Easement Deed. Such approval may be withheld by State Grantee only upon a reasonable determination that the action as proposed would be inconsistent with this Easement or would otherwise violate any provision of this Easement Deed.

6. NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS. The purpose of requiring Grantors to notify State Grantee prior to undertaking certain permitted activities is to afford State Grantee an opportunity to ensure that the permitted activities are designed and performed in a manner consistent with this Easement Deed. Whenever notice is required, Grantors shall notify State Grantee in writing not less than ten (10) days prior to the date Grantors intend to perform the permitted activity. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit State Grantee to make an informed judgment as to its consistency with the Easement.

7. ENFORCEMENT If State Grantee determines that Grantors are in violation of the terms of this Easement Deed or that a violation is imminent, written notice of such violation or threatened violation shall be given to Grantors advising Grantors of the nature and extent of the violation or threatened violation and demanding corrective action sufficient to cure the violation and,

where the violation involves injury to the Property resulting from any use or activity inconsistent with this Easement, to restore the portion of the Property so injured. If Grantors fail to cure the violation within 45 days after receipt of such notice, or under circumstances where the violation cannot reasonably be cured within a 45 day period, fails to begin curing such violation within the 45 day period, or fails to continue diligently to cure such violation until finally cured, either State Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement Deed, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement Deed, or injury to any Conservation Values protected by this Easement Deed, including damages for the loss of scenic, aesthetic, agricultural, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. State Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If State Grantee reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation, natural, scenic or open space values of the Property, it may pursue its remedies under this paragraph without prior notice to Grantors and without waiting for the period provided for cure to expire. The rights of the State Grantee under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement Deed, and the State Grantee and the United States may enforce this Easement Deed jointly or severally on their own behalf and in their own name, and Grantors agree that remedies at law for any violation of the terms of this Easement Deed are inadequate and that the Grantees shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which they may be entitled, including specific performance of the terms of this Easement Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(a) *Costs of Enforcement.* Any costs incurred by Grantees in enforcing the terms of this Easement Deed against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation or threatened violation of the terms of this Easement Deed shall be borne by Grantors. If Grantors prevail in whole in any action brought by the State Grantee to enforce the terms of this Easement Deed, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by the State Grantee. A Grantee who does not initiate legal action against the Grantors does not become liable for Grantors' cost of suit by reason of being involuntarily joined as a party. If the United States takes title to this Easement Deed, pursuant to its Rights in section 20, then the portion of this provision dealing with payment costs to Grantors does not apply to the United States.

(b) *Enforcement Discretion.* Enforcement of the terms of this Easement Deed shall be at the discretion of Grantees, and any forbearance by either of them to exercise their rights under this Easement Deed in the event of any breach of any term of this Easement Deed by Grantors shall not be deemed or construed to be a waiver by Grantees of any subsequent breach of the same or any other terms of this Easement Deed or of any of Grantees' rights under this Easement Deed. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(c) *Waiver of Certain Defenses.* Grantors hereby waive any defense of laches, estoppel, prescription, or adverse possession.

(d) *Acts Beyond Grantors' Control.* Nothing contained in this Easement Deed shall be construed to entitle Grantees to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any reasonable action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Notwithstanding the foregoing, the Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the protected Property in a manner consistent with a conservation plan, as described in section 2(g) above.

8 **ACCESS.** This Easement conveys no right of access to the general public to any portion of the Property, except as specified in 4(c) above.

9. **COSTS AND LIABILITIES.** Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

(a) *Taxes.* 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.

(b) *General Indemnification.* Grantors shall hold harmless, indemnify, and defend the Grantees 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 all liabilities, penalties, fines, charges, costs, losses, damages, expenses, suits, proceedings, actions, causes of action, sanctions asserted by or on behalf of any person or governmental authority, claims, demands, administrative actions, or judgments, whether legal or equitable in nature and including, without limitation, court costs and reasonable attorneys' fees and attorneys' fees on appeal, to which Grantees may be subject or incur relating to the Property, arising from or in any way connected with, but not limited to: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal or local law, regulation, or requirement that is related to the Property or this Easement, by any person other than the Indemnified Parties, including the existence or administration of this Easement; (3) 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, and (4) damages, losses, expenses, response costs, remediation

costs, liabilities, related to harm, or alleged harm, to the environment resulting from Grantors' or any other person's actions on or near the Property. This subparagraph shall not be construed to relieve the Grantees from any liability for which they would otherwise be responsible for injuries to their employees on the Property in the course and scope of their duties. To the extent authorized by law, and only to that extent, the Easement Holders and the WDNR will assume all liability for their own volunteers.

(c) *Control.* Nothing in this Easement Deed shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantees to exercise physical or managerial control over the day-to-day operation of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar law imposing legal liability on the owner or operator of real property.

10. **ASSIGNMENT.** Interest in the Easement may not be assigned by the State Grantee except as allowed in this paragraph. With the written approval of the United States, the State Grantee may transfer its interest in this Easement, but only to a public agency or non-profit organization which, at the time of the transfer, is a qualified organization under section 170(h) or successor provision of the United States Internal Revenue Code, only to entities qualified to be a holder of conservation easements at the time of transfer under section 700.40 of the Wisconsin Statutes as it may be amended from time to time, and only to entities whose purposes include the preservation of working farmland. Such assignment shall be evidenced by a document recorded in the Rock County Register of Deeds, evidencing the assignment of interests of the State Grantee and the acceptance by the assignee.

11. **SUBSEQUENT TRANSFERS OF PROPERTY.** Grantors agree to incorporate the terms of this Easement Deed by specific reference to the recording data hereof in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to the Grantees of the conveyance or transfer of the Property at least 120 days prior to the date of such conveyance or transfer. Grantors further agree to offer the State Grantee the right of first refusal if the Grantors decide to sell the property. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement Deed or limit its enforceability in any way. Any future lien or mortgage will be subordinated to the terms of this Easement Deed.

12. **ESTOPPEL CERTIFICATES.** Upon request by Grantors, State Grantee shall within 30 days of receipt of such request, execute and deliver to Grantors any document reasonably required by Grantors, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement Deed (and, if applicable, any violation(s) outstanding) and otherwise evidences the status of this Easement Deed.

13. **NOTICES.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party shall be in writing and either served personally or sent by certified mail, postage prepaid, addressed as follows:

Grantors:
Porter etal
c/o Doug Batty
P.O. Box 162
Evansville, WI 53536
or 9702 W County Trunk M
Edgerton, WI 53534

United States:
USDA-NRCS
8030 Excelsior Drive
Madison, WI 53717

State Grantee:
Wisconsin DNR
PO Box 7921
Madison, WI 53707

or to such other address as any party from time to time shall designate by written notice to the others.

14. RECORDATION. The State Grantee shall record this instrument in the Office of the Rock County Register of Deeds. Grantees may re-record it at any time.

15. EXTINGUISHMENT. If circumstances arise in the future such as render the purpose of the Easement impossible to accomplish, this Easement shall not be terminated or extinguished, whether in whole or in part, except by 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. Furthermore, this Easement Deed may be extinguished only if the Grantors and both 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 this Easement. Grantees will then be entitled to compensation in accordance with applicable laws and with section 17, below. The annexation of the Property to any municipality shall not render the purpose of this Easement impossible to accomplish.

16. CONDEMNATION. Given the federal interest in this Conservation Easement, the United States must consent to any eminent domain or condemnation action, and with respect to its interest, such condemnation action shall **must and shall**, be confirmed by order of an appropriate Federal District Court. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantees shall be entitled to compensation in accordance with applicable law and with section 17 below.

17. PROCEEDS. 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. If this Easement is terminated or extinguished pursuant to paragraph 15 or 16 of this Easement Deed, then Grantors, or in the event of a prior conveyance of the Property, Grantors' successor or assign, shall reimburse Grantees a sum of money equal to **FORTY-TWO and NINETY-SEVEN hundredths percent (42.97%**, the "Proportionate Share") of the fair market value of the Property unencumbered by this Easement. The fair market value of the Property shall be determined at the time the Easement is terminated or extinguished, and shall not include any increase in value after the date of this Easement Deed attributable to improvements paid for by the Grantors.

The Proportionate Share has been determined by dividing the appraised value of this Easement (\$260,000.00), calculated as of the date hereof, by the unencumbered value of the Property (\$605,000.00), calculated as of the date hereof. The Proportionate Share shall remain constant over time.

The Proportionate Share paid to Grantees shall be allocated between them as follows: (a) to the Wisconsin Department of Natural Resources 62.98% of the Proportionate Share; and (b) to the United States of America 37.02% of the Proportionate Share, representing the proportion each party contributed to the purchase price of this Easement. The Proportionate Share of WDNR includes 25.0% of the value of this easement donated by the Grantors to the WDNR.

Until such time as the Grantees receive the Proportionate Share from Grantors or Grantors' successor or assign, each Grantee shall have a lien against the Property for the amount of the Proportionate Share due each of them. The State Grantee or its designee shall use its allocation of the Proportionate Share in a manner consistent with the Conservation Purposes of this Easement. If proceeds from termination or extinguishment are paid directly to the State Grantee, the State Grantee shall reimburse the United States for the amount of the Proportionate Share due to the United States.

18. SUBSEQUENT LIENS ON PROPERTY. No provision of this Easement Deed should be construed as impairing the ability of the Grantors to use the Property as collateral for a subsequent borrowing, provided, however, any liens created as a result of such borrowing are subordinate to this Easement.

19. GENERAL PROVISIONS.

(a) *Controlling Law.* The laws of the State of Wisconsin and the United States shall govern the interpretation and performance of this Easement Deed.

(b) *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement Deed shall be liberally construed in favor of the Grantees to effect the purpose of this Easement and the policy and purposes of section 700.40 of the Wisconsin Statutes and the United States Farm and Ranch Lands Protection Program. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render the provision invalid.

(c) *Severability.* If any provision of this Easement Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to subject matter of this Easement Deed and supersedes all prior

discussions, negotiations, understandings, or agreements relating to this Easement whether written or oral, all of which are merged herein.

(e) *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Grantors' title in any respect.

(f) *Successors.* The covenants, terms, conditions, and restrictions of this Easement Deed shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, successors or assigns.

(g) *Amendment.* If circumstances arise under which an amendment to or modification of this Easement Deed would be appropriate, Grantors and Grantees may jointly amend this Easement Deed by a written instrument recorded in the office of the Rock County Register of Deeds, provided that any such amendment shall not diminish the goals or purposes of this Easement or affect its perpetual duration. Written approval of the United States is required prior to recording any amendment to this Easement Deed.

(h) *Termination of Rights and Obligations.* A Party's rights and obligations under this Easement Deed terminate upon transfer of the Party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) *Merger.* The Grantors and Grantees agree that the terms of this Easement Deed shall survive any merger of the fee and easement interest in the Property. In the event the State Grantee chooses to acquire the Property in fee simple, the State Grantee, with prior written approval of the United States, will transfer this Easement, for the part of the Property acquired, in accordance with section 10 above.

(j) *Captions.* The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(k) *Authority of Signatories.* The individuals executing this Easement warrant and represent they are duly authorized to execute and deliver this Easement.

(l) *Title Warranty.* Grantors warrants that:

- (1) Grantors are the sole owners of the Property in fee simple, have good title to the property, that the Grantors have the right and ability to convey this Conservation Easement to Grantees;
- (2) The Property is free and clear of any encumbrances, except as noted in section 21, below.
- (3) As of the date of this Easement Deed, there are no liens or mortgages outstanding against the Property, except those that are specifically

noted herein as being subordinated to the Grantees' rights under this Easement Deed;

- (4) The Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use; and
- (5) There are 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.

(m) *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.

"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.

Grantors warrant that Grantors are 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 on or conditions of the Protected Property.

Grantors warrant that Grantors have no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law, and hereby promise to defend and indemnify the State Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor, Grantors' lessee, or any other prior owner of the Property. Grantors' indemnification obligation shall not be affected by any authorizations provided by Grantees to Grantors with respect to the Property or any restoration activities carried out by Grantees at the Property; provided, however, that Grantees shall be responsible for any

Hazardous Materials contributed to the Property by them after the date of this Easement Deed.

(n) *Counterparts.* This Easement Deed may be signed in two or more counterparts which, when taken together, shall be effective as if all signatures appeared on the same original.

20. RIGHTS OF THE UNITED STATES OF AMERICA. Under this Easement Deed, the same rights are granted to the United States that are granted to the State Grantee. However, the Parties agree that the State Grantee is the primary steward of this Easement. The Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will only exercise the rights of the United States under the following circumstances: In the event that the State Grantee fails to enforce any of the terms of this Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of this Easement through any and all authorities available under Federal or State law.

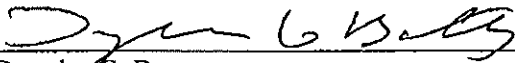
In the event that the State Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this Easement without the prior approval of the Secretary of the United States Department of Agriculture and payment of the required consideration to the United States, then, at the option of such Secretary, all right, title and interest of this Easement shall become vested in the United States of America.

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR



Douglas G. Batty




Cara Hoffert

STATE OF WISCONSIN)
) ss.
COUNTY OF ~~ROCK~~ DAVE)

On this 10th day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **DOUG BATTY** and **CARA HOFFERT, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





NOTARY PUBLIC
My commission expires: 2/10/2013

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

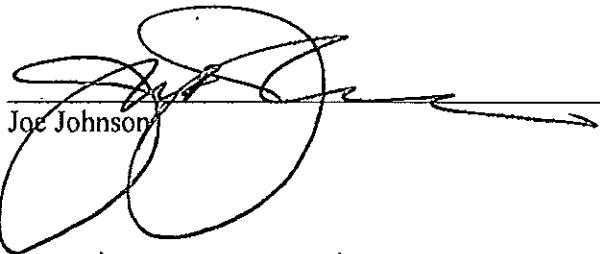
TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR



Aleta Johnson

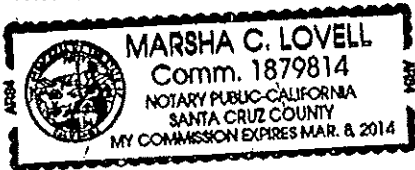


Joe Johnson

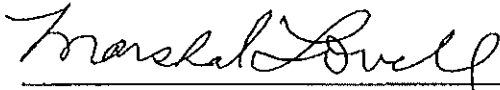
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CRUZ)

On this 4 day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **ALETA JOHNSON and JOE JOHNSON, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



[NOTARIAL SEAL]



NOTARY PUBLIC
My commission expires: 03/08/14

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

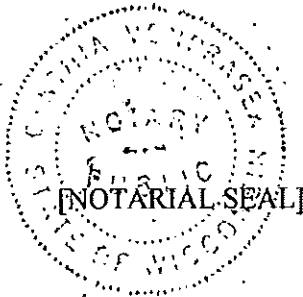
GRANTOR

Maxine L. Porter
Maxine L. Porter

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

On this 3d day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **MAXINE L. PORTER**, a single person, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




Cynthia V. Drake
NOTARY PUBLIC
My commission expires: 1-29-12

Farm and Ranch Lands Protection Program Wisconsin #73-SF48-7-067

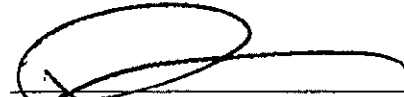
TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR



Warren Porter

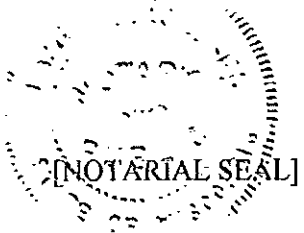


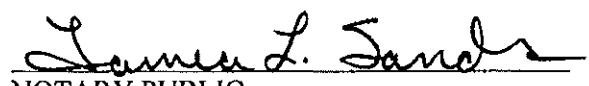
Fariba Porter

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 1st day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **WARREN PORTER** and **FARIBA PORTER**, **husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.





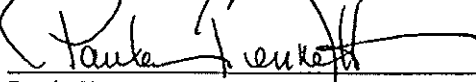
NOTARY PUBLIC
My commission expires: 04/10/2011

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

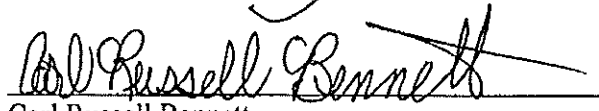
TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR



Paula Bennett




Carl Russell Bennett

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

On this 10th day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **PAULA BENNETT** and **CARL RUSSELL BENNETT**, husband and wife, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


Trisha L. Neal

NOTARY PUBLIC
My commission expires: 11-13-2011

[NOTARIAL SEAL]

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR

Donald Porter
Donald Porter

Jeanette B. Porter
Jeanette B Porter

STATE OF WISCONSIN)
) ss.
COUNTY OF Dane)

On this 5th day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **DONALD PORTER and JEANETTE B PORTER, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Lori J. Porter
NOTARY PUBLIC
My commission expires: November 20, 2011

[NOTARIAL SEAL]



Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR

Joan Porter
Joan Porter

Richard Porter
Richard Porter

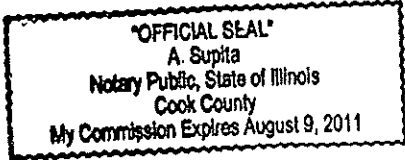
STATE OF)
) ss.
COUNTY OF)

On this 3rd day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **JOAN PORTER and RICHARD PORTER, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[NOTARIAL SEAL]

ASA
NOTARY PUBLIC
My commission expires: 8/9/2011



Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR

Marilyn Karim
Marilyn Karim

Aminul Karim
Aminul Karim

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this 4th day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **MARILYN KARIM and AMINUL KARIM, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Mary E Haas
NOTARY PUBLIC
My commission expires: 07/15/2013

[NOTARIAL SEAL]



Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

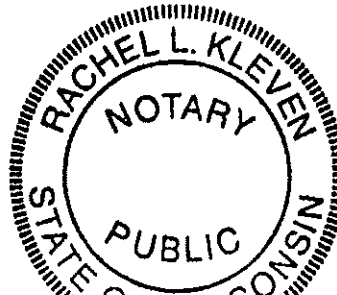
IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR

Jeffrey H. Porter

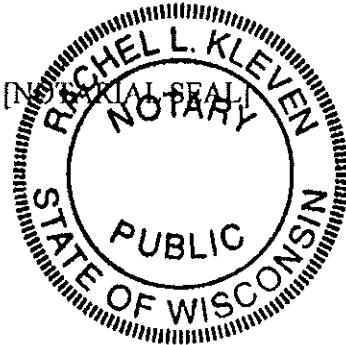
Therese Porter

STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)



On this 14th day of May, 2010, before me the undersigned Notary Public in and for said County and State personally appeared **JEFFRY H. PORTER and THERESE PORTER, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Rachel Kleven
NOTARY PUBLIC
My commission expires: 12/11/2011

Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR



Randall W. Porter

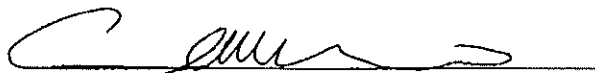


Marlene Porter

STATE OF OREGON)
) ss.
COUNTY OF CLACKAMAS)

On this 4 day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **RANDALL W. PORTER and MARLENE PORTER, husband and wife**, known or proved to me to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

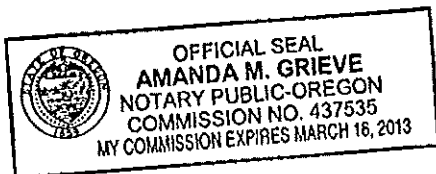
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC

My commission expires: March 16, 2013

[NOTARIAL SEAL]



Farm and Ranch Lands Protection Program Wisconsin #73-5F48-7-067

TO HAVE AND TO HOLD unto Grantees, their respective successors and assigns forever.

IN WITNESS WHEREOF the Parties have, personally or by their authorized officers, set their hands as of the day and year first above written.

GRANTOR

Helen M Porter

Helen M. Porter

STATE OF WISCONSIN)

) ss.

COUNTY OF ROCK)

On this 5 day of May, 2010, before me the undersigned, a Notary Public in and for said County and State personally appeared **HELEN M. PORTER, a widow**, known or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Handwritten Signature]

NOTARY PUBLIC

My commission expires: is permanent

[NOTARIAL SEAL]

Accepted this 19th day of May, 2010.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By Richard E. Steffes
Richard E. Steffes, Acting Natural Resources Real Estate Director

COUNTY OF DANE)

) ss.
STATE OF WISCONSIN)

Personally appeared before me this 19th day of May, 2010 Richard E. Steffes, acting Real Estate Director, Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged the same.

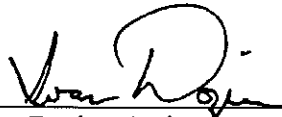
Sharene J. Smith
Sharene J. Smith Notary Public, State of Wisconsin

My commission expires: 9/22/2013



**ACCEPTANCE OF PROPERTY INTEREST
BY THE UNITED STATES OF AMERICA**

The Natural Resources Conservation Service, United States Department of Agriculture, an agency of the United States Government, hereby accepts and approves the foregoing Deed of Conservation Easement and Development Rights, and the rights conveyed therein, on behalf of the United States of America.

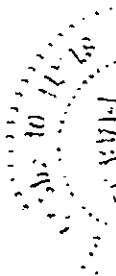


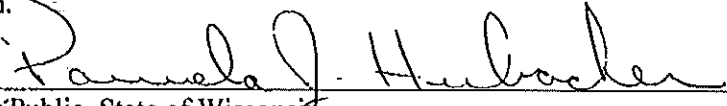
Ivan Dozier, Acting State Conservationist
Natural Resources Conservation Service
United States Department of Agriculture

5/19/2010
Date

COUNTY OF DANE)
)
STATE OF WISCONSIN)

On this 19th day of May, 2010, before me, the undersigned, a Notary Public in and for the State, personally appeared Ivan Dozier known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that he is the Acting 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 deed to be his voluntary act and deed.



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


Notary Public, State of Wisconsin

My Commission Expires 12-15-2013

DNR, Douglas G. Batty, Aleta Johnson, Maxine L. Porter, Warren Porter and Fariba Porter, Warren Porter, Paula Bennett, Donald Porter, Joan Porter, Marilyn Karim, Jeffrey H. Porter, Randall W. Porter, and Helen M. Porter

This document was drafted by: Rick Henneger, Attorney, Wisconsin Department of Natural Resources, 101 South Webster Street, Madison, Wisconsin 53703, and reviewed and approved by the USDA Office of the General Counsel, Washington, D.C. This deed and its content have been Reviewed and Approved by Mr. Robert Glennon, Farm and Ranch Lands Protection Manager, USDA/NRCS, Room 6813, South Building, Washington D.C. 20013

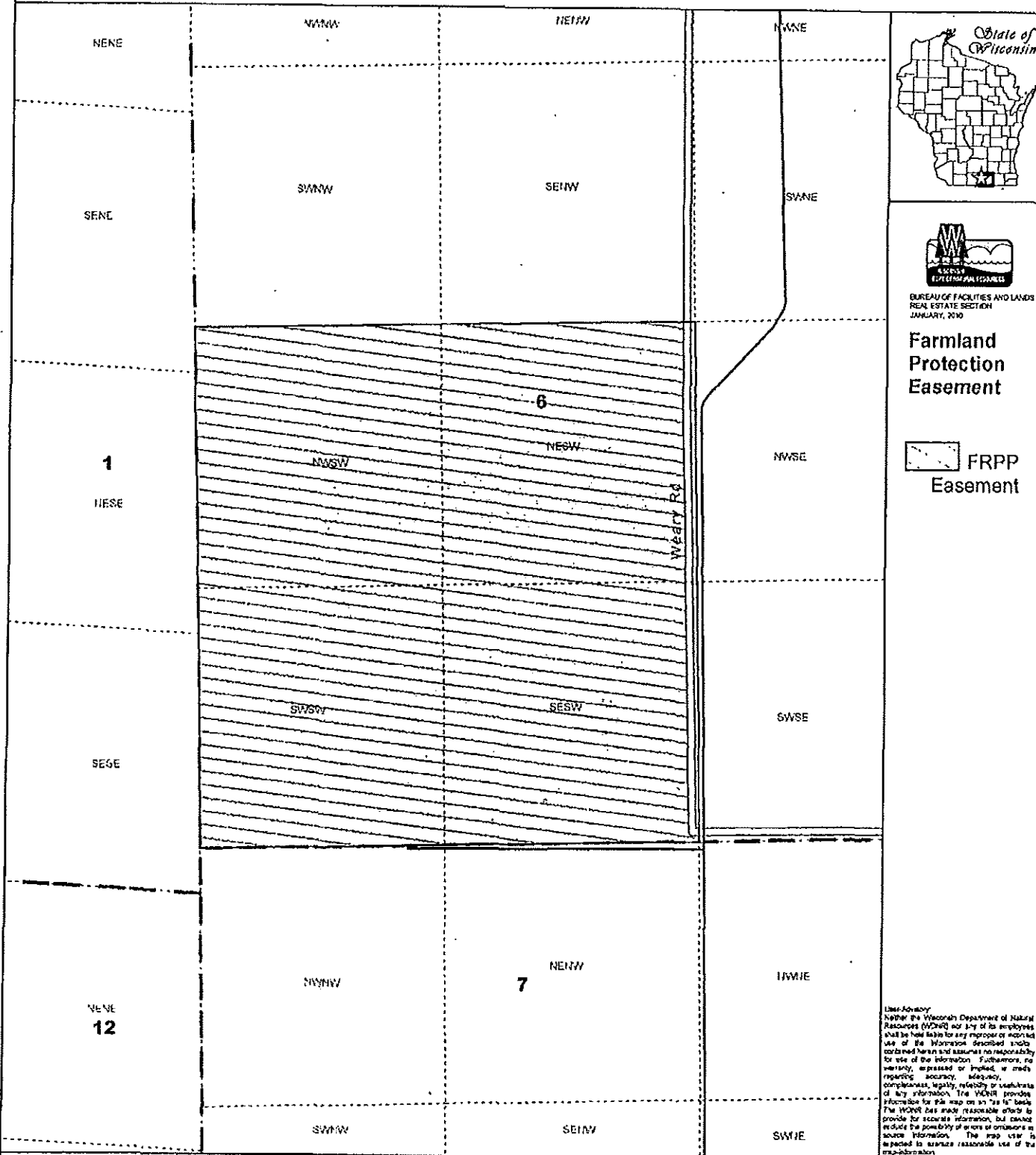
Exhibit A
Legal Description

Town 3 North, Range 11 East, Town of Center, Rock County, Wisconsin
The Southwest quarter of Section 6.

Appurtenant access to the FRPP Conservation Easement Area that is described in Exhibit A and shown in Exhibit B is West off of Weary Road.

Exhibit B

Porter Trust Parcel: T3N R11E Section 6, Town of Center, Rock County, WI



BUREAU OF FACILITIES AND LANDS
REAL ESTATE SECTION
JANUARY, 2010

**Farmland
Protection
Easement**



Disclaimer
Neither the Wisconsin Department of Natural Resources (DNR) nor any of its employees shall be held liable for any improper or incorrect use of the information described herein and assumes no responsibility for use of the information. Furthermore, no warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information. The DNR provides information for the map on a "as is" basis. The DNR has made reasonable efforts to provide for accurate information, but cannot exclude the possibility of errors or omissions in source information. The map user is expected to exercise reasonable use of the map information.

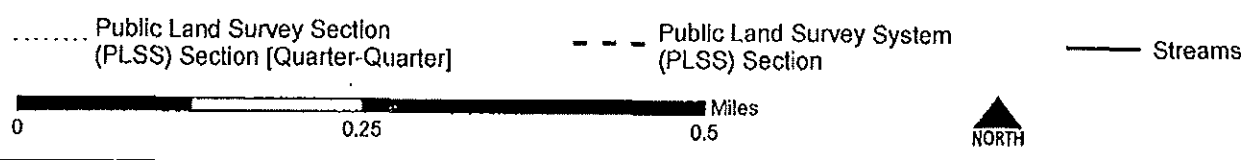


Exhibit C
Baseline Documentation Report
USDA NRCS Farmland Protection Easement
September 1, 2009

Please note that the baseline documentation is required by one of the "whereas" clauses of the easement document.

Easement Name: Farmland Protection Easement

Location: Rock County

Landowner: Dr. Douglas Batty (Porter Survivors Trust)
Address: Box 162
Evansville, WI 53556

Mailing address: same as above

Easement Holder: Department of Natural Resources
101 S. Webster, Madison, WI 53704

USDA Natural Resource Conservation Service
8030 Excelsior Drive, Suite 200
Madison, WI 53717

Legal Description: included as Exhibit A of the Easement document.

Total acreage: 155.7 acres

Purpose of Farmland Protection Easement:

- ✓ To protect and conserve productive agricultural land and to protect prime, unique, and other productive soils in order to facilitate active and economically viable farm use of the Property now and in the future
- ✓ To conserve scenic and conservation open spaces in order to maintain, for the benefit of future generations, the rural characteristics of the Footville Public Hunting Ground and the Evansville Wildlife Area 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, open space and such other limited uses as expressly permitted in this Easement.

Approximate acreage by land type (based on aerial photos):

Land Use	Acres
Cropland (see Attachment 2)	120.00
Upland woodlands	36.00

Structures:

NA

Easement characteristics:

Additional information regarding the easement can be found in the appraisal which was completed by Linn A. Dueterbeck, a contract appraiser, dated July 24, 2008 with an appraisal amendment dated July 17, 2009. This document is available from the Real Estate Program in the Bureau of Facilities and Lands. Photos of the property can be found in this document.

Description of the easement:

The nearby Evansville Wildlife Area and the adjacent Footville leased public hunting area complement and provide the basis for the Department's agricultural land preservation objectives for the project. Previous Farm and Ranch Land Protection easements adjacent to the nearby Brooklyn Wildlife Area have helped to protect valuable farmland while also providing long term wildlife habitat protection and public access for hunting and other passive recreational uses.

The Porter farm is located immediately adjacent to the Footville Public Hunting Ground which includes over 6,000 acres of leased land. The Evansville Wildlife Area, approximately 1.5 miles to the west includes 560 acres of DNR ownership and over 6,000 acres of leased public hunting area. Potential future acquisitions and easement purchases may connect these two areas and allow increased protection of farmland and increased recreational opportunities.

The parcel is currently surrounded by an agricultural landscape of level rich farmland with areas of drainage ditches and small interspersed wetland complexes.

The Porter easement acquisition is located in Rock County within the Town of Center, Town 3N Range 5E, Section 6 is zoned for Exclusive Agriculture, which requires a minimum of 35 acres for a building site.

The Tax Parcel numbers are as follows:

Rock County	Tax Parcel No. 6-4-45	155.7	acres
-------------	-----------------------	-------	-------

Land Uses: The 155.7 acre easement area includes about 36 acres of mixed forests and 120 acres of agricultural land. There are no structures located on this property.

Conservation farm practices include crop rotation using any tillage method on the designated 120 acres. The 36 acres of woodland is located on poorer muck soils. The bulk of the farm acreage is dedicated to the production of corn and soybeans.

There are no known historical or archeological sites located in the easement area.

Infrastructure / Impervious Surface:

There are no impervious surfaces located on this property

Easement Monitoring:

DNR will monitor the easement on a yearly basis.

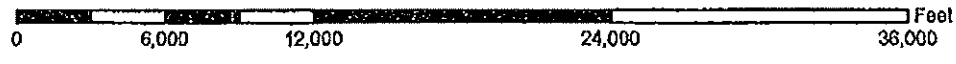
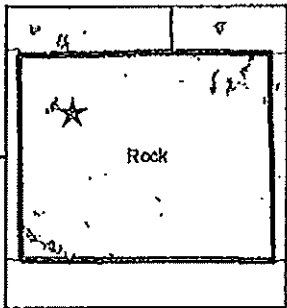
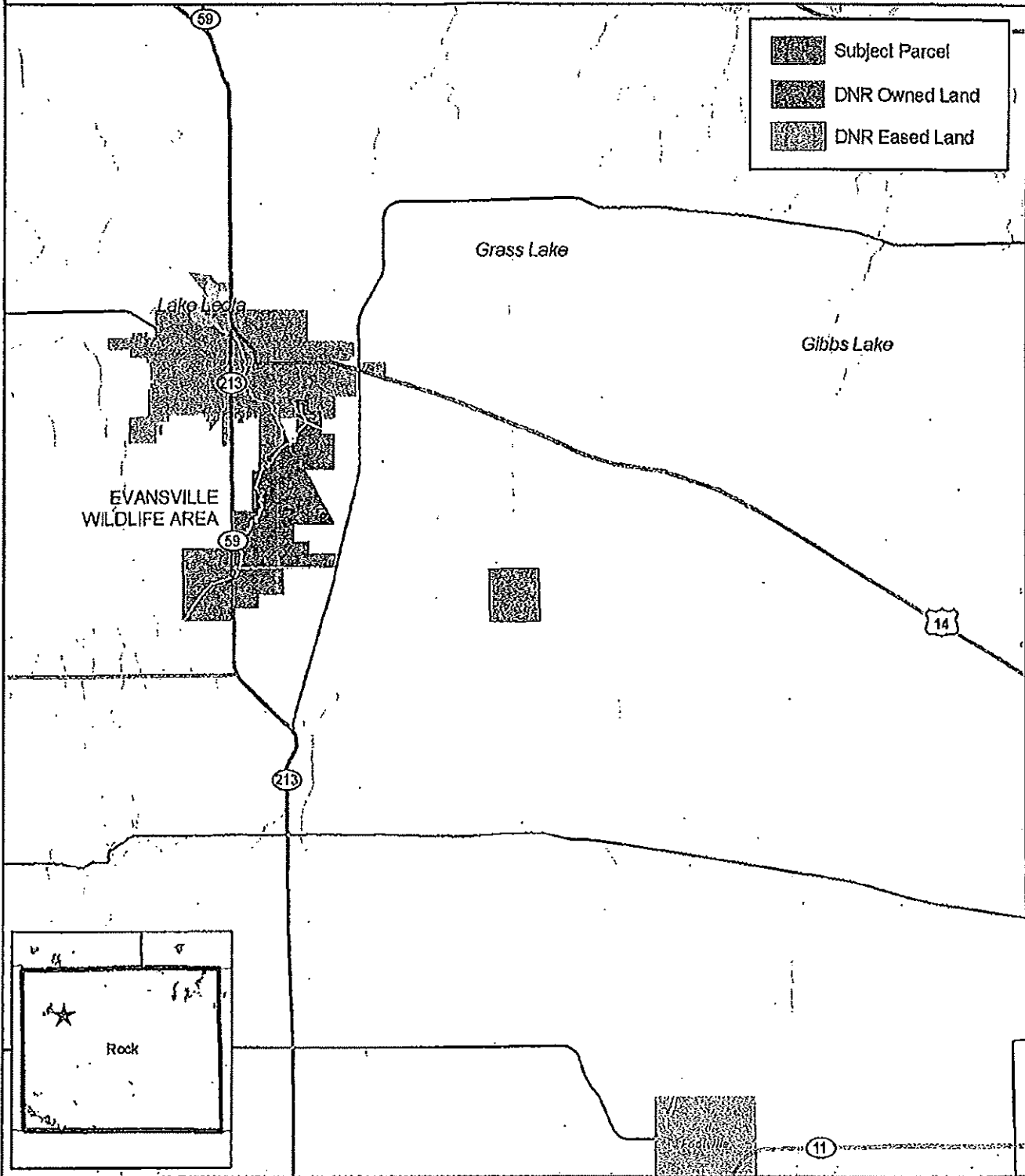
Porter Trust Property

SURROUNDING PROPERTY

T 3N R 11E Section 6, Town of Center, Rook County

Legend:

- Subject Parcel
- DNR Owned Land
- DNR Eased Land



Created by Bureau of Facilities and Land
Real Estate Section
January 24, 2008

Exhibit C
Page 3 of 6

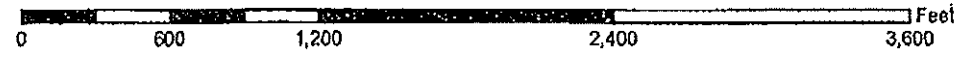
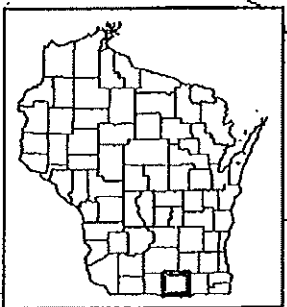
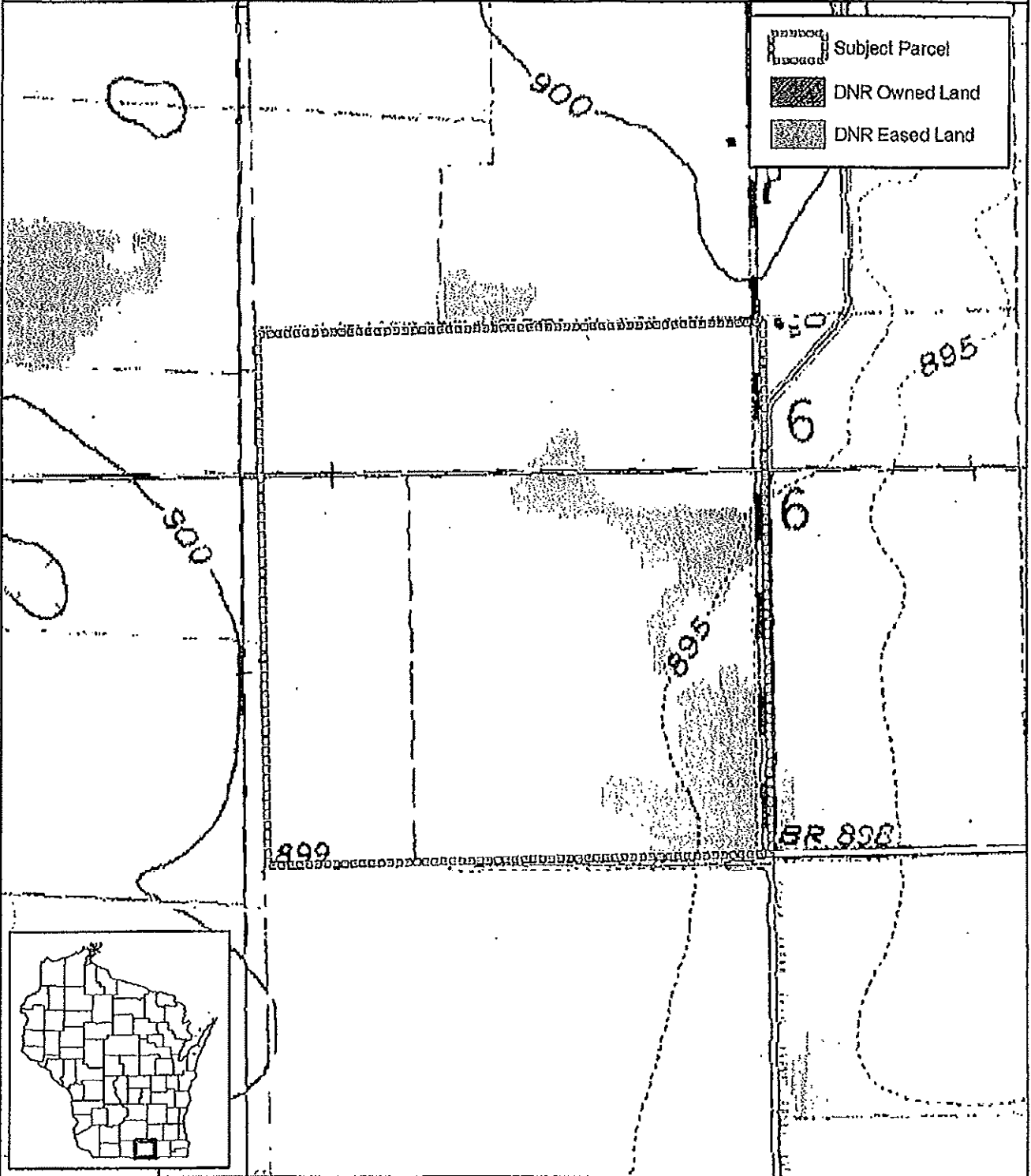
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:
Resa m man

Porter Trust Property

TOPOGRAPHIC MAP

T 3N R 11E Section 6, Town of Center, Rock County



Created by Bureau of Facilities and Lands
Real Estate Section
January 24, 2008

Exhibit C
Page 4 of 6

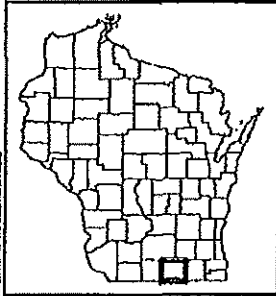
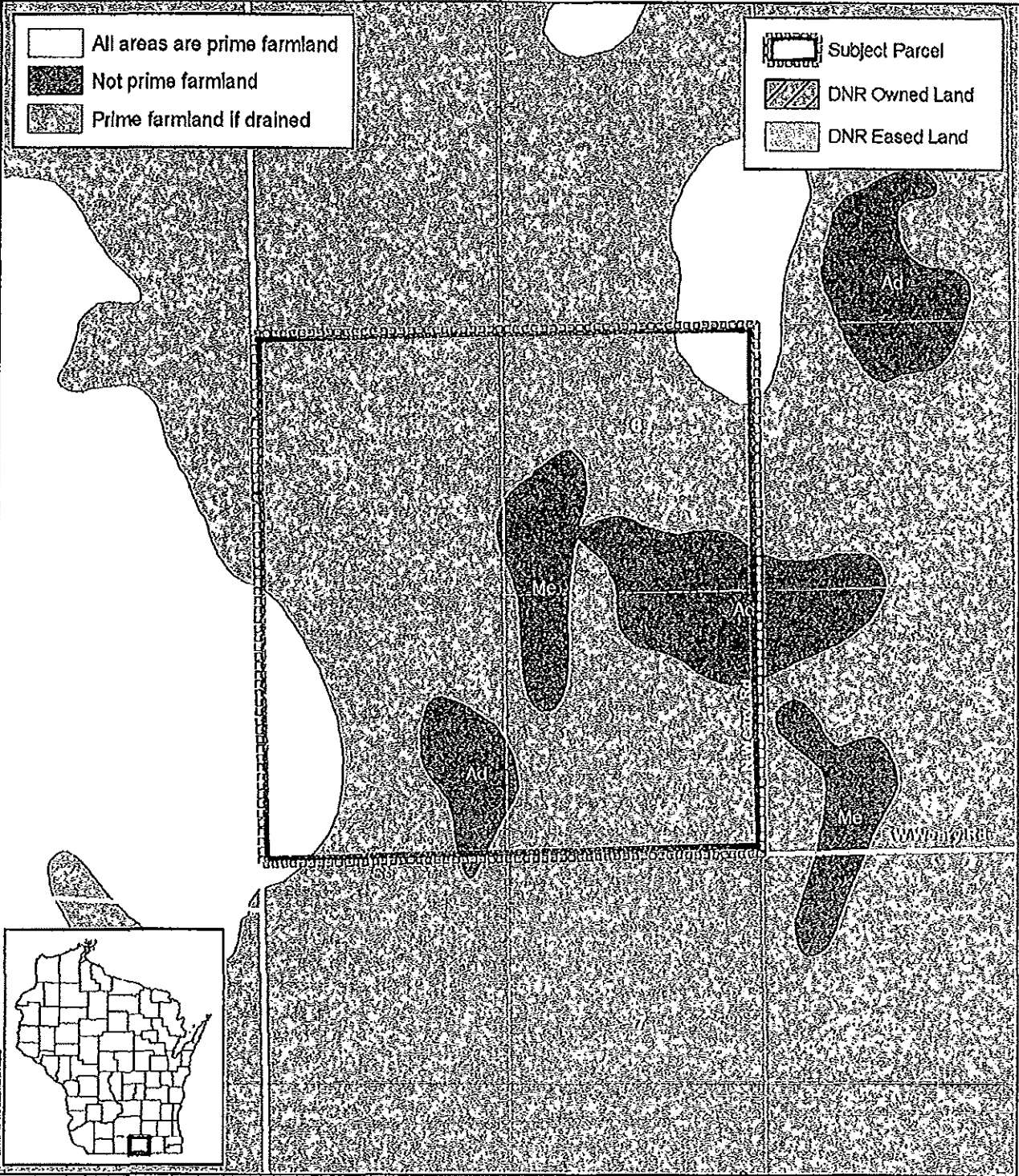
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:
Rosa M. [Signature]

Porter Trust Property

PRIME FARMLAND MAP

T 3N R 11E Section 6, Town of Center, Rock County



Created by Bureau of Facilities and Lands
Real Estate Section
January 24, 2008

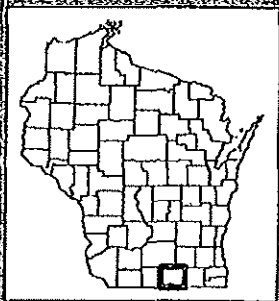
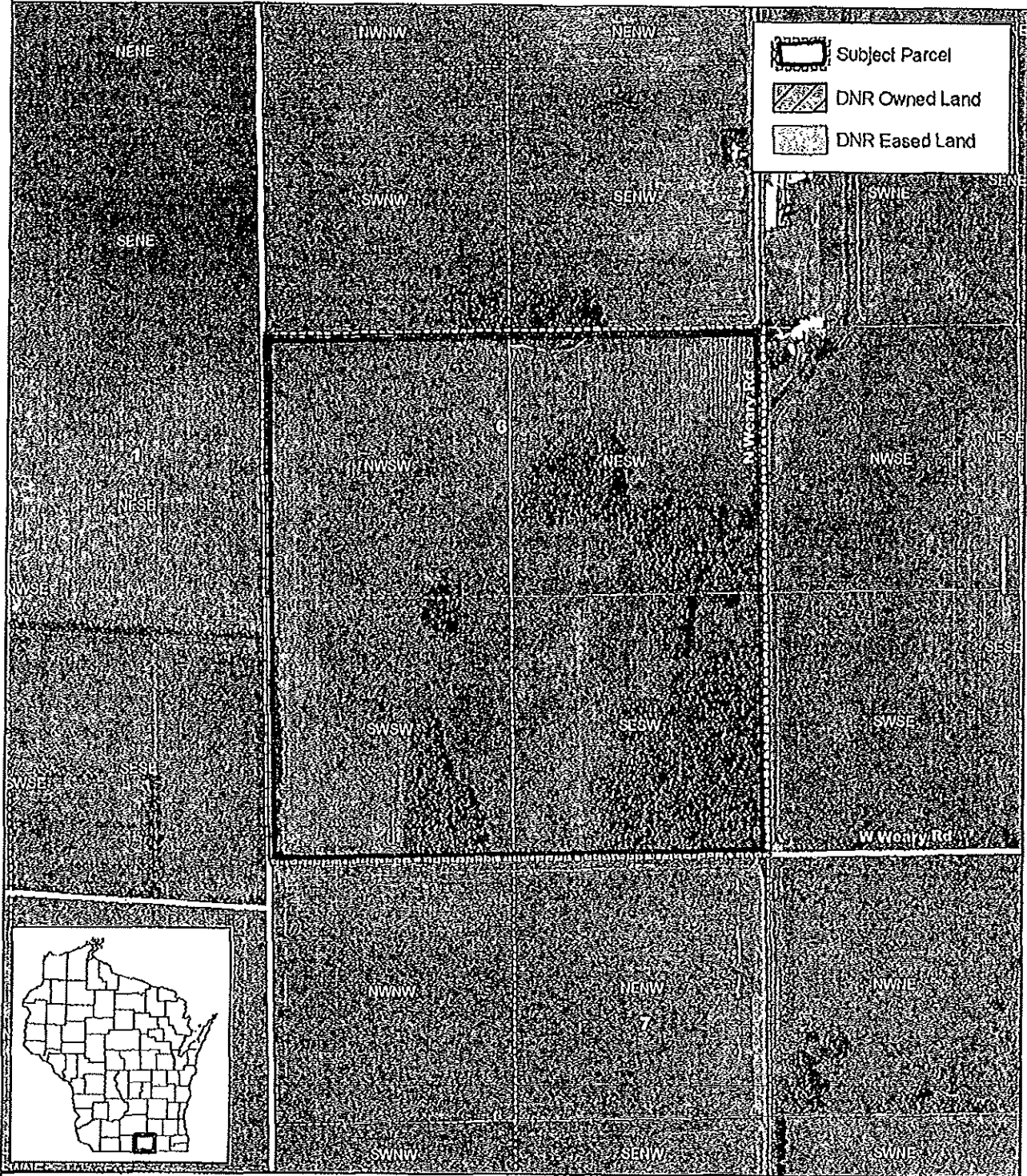
Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:
Kesha M. M...

Porter Trust Property

AERIAL PHOTO (2005)

T 3N R 11E Section 6, Town of Center, Rock County



Created by Bureau of Facilities and Lands
Real Estate Section
January 24, 2008

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:
Rosa M. M...