

**PERPETUAL CONSERVATION EASEMENT
SOIL AND WATER RESOURCE MANAGEMENT PROGRAM**
s. 92.14, Stats. and ss. ATCP 50.08(4), 50.40(18) and 50.42(1)(d), Wis. Admin. Code

THIS AGREEMENT GRANTING AN EASEMENT is made this 26th day of June, 2007, by and between **BRIAN D. PHILLIPS and JEANINE R. PHILLIPS**, husband and wife as survivorship marital property, 'LANDOWNERS', and Chippewa County, 'COUNTY'.

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

NOW, THEREFORE, for and in consideration of the sum of ONE (\$1.00) Dollar, and the mutual terms and conditions specified below (which LANDOWNER acknowledges as full consideration), and pursuant to Sec. 700.40, Wis. Stats. LANDOWNERS convey to the COUNTY and its successors and assigns, upon acceptance by the COUNTY, within 1 month from the date specified above, a conservation easement in perpetuity (to run with the land) on the following described real estate (the "premises") in CHIPPEWA COUNTY, State of Wisconsin. The location of said easement is shown on Exhibit "A" attached hereto, and made part hereof, and comprises a total of 45.0 Acres.

The location of said easement is shown on Exhibit "A" attached hereto, and made a part hereof. Upon acceptance and evidence of merchantable title in the Grantee, the Grantee shall pay \$35,435.96 Dollars to the Grantor for this easement.

Legal Description

(See Exhibit "A")

1. PURPOSE

The purpose of this easement is to preserve, enhance, restore and maintain the natural features and ecological values of the premises in perpetuity. Any conservation plan used to achieve the purpose of this easement must be approved by the Chippewa County Land Conservation Committee (LCC) and the LANDOWNERS, and becomes part of this easement by reference. Rights of the COUNTY shall be exercised for the purposes set forth above.

2. RIGHTS OF THE COUNTY

A. The COUNTY shall have rights that include:

- (1) The right to enter into the premises area to undertake, at its own expense or on a cost-share basis with the LANDOWNERS or other entity:
 - a) any activities to locate, mark, and if necessary restore the boundary
 - b) following reasonable notice to and consultation with the LANDOWNER, any activities to restore, establish, protect, manage, maintain, and monitor vegetation
 - c) following reasonable notice to and consultation with the LANDOWNER, any activities to maintain or enhance the natural features and environmental values of the premises
- (2) The right, following reasonable notice to and consultation with the LANDOWNER, to develop, improve and protect from erosion the above described land by mechanical, vegetative and physical means such as fencing to exclude livestock or by planting of or maintaining vegetation.
- (3) The right, following reasonable notice to and consultation with the LANDOWNER, to plant vegetative cover and manage said cover including but not limited to burning, spraying the premises with chemicals or mowing.
- (4) The right to delegate all or part of its rights, and responsibilities under this easement to another entity authorized by Wisconsin law to have the appropriate authority to carry out such delegated responsibilities.

- B. The COUNTY and its employees, officers and agents have the right of ingress and egress from and to the premises across all contiguous lands owned by the LANDOWNERS for the purpose of exercising all rights and privileges granted herein including the right of inspection. It is understood that the field roads, roadways, passageways, lands or other normally traveled routes will be utilized for such ingress and egress whenever possible and where such travelways exist. The LANDOWNERS may provide a designated route to and from the premises which the COUNTY shall use if said route is reasonably convenient and specifically shown on Exhibit "B" attached hereto and made part hereof.

Recorded
JUNE 27, 2007 AT 09:01AM

Marge L. Geissler

MARGE L. GEISSLER
REGISTER OF DEEDS
CHIPPEWA COUNTY, WI

Fee Amount: \$29.00



This space is reserved for recording data

Return to:

Chippewa County LCD
711 N. Bridge Street
Chippewa Falls, WI 54729

Parcel Identification Number/Tax Key Number

22807-2912-00020000 22807-2912-04500000
22807-2913-00020000

3. COVENANTS OF LANDOWNERS

The LANDOWNERS shall, within the scope of this easement, cooperate and assist in the maintenance of the premises as grassland, wetland, riparian buffer or filter strip or wildlife habitat area, including streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes, now existing or thereafter occurring on the premises.

A. LIMITATIONS ON ALTERATION OF VEGETATION

- (1) The LANDOWNERS shall not:
 - (a) Drain or permit draining through the transfer of appurtenant water rights, except through official action as a legal drainage district;
 - (b) Construct ditches or any other means of moving water;
 - (c) Fill in areas with earth or any other material;
 - (d) Burn any areas covered with marsh vegetation.
 - (e) Adversely affect the natural flow of surface water or underground water into, within, and out of the premises, except as stated in the Conservation Plan. Existing tiles draining lands outside the premises may be maintained and/or replaced by the LANDOWNER.

None of these activities shall be allowed unless deemed necessary to achieve the purpose of this easement. The scope of these activities and their application shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.

- (2) The LANDOWNERS shall not, unless specifically included in the conservation plan or unless specifically approved in writing by the COUNTY:
 - (a) Alter vegetative cover or other natural features.
 - (b) Plant or introduce agricultural crops.
 - (c) Mow or spray the premises with chemicals.
 - (d) Pasture, hay or remove trees or other vegetation.
 - (e) Operate confined animal facilities within the premises.

B. LIMITATIONS ON THE BUILDING, PLACEMENT, AND MAINTENANCE OF STRUCTURES

- (1) There shall be no:
 - (a) New structures of any kind allowed unless deemed necessary by the COUNTY to accomplish the purpose of the easement. The scope and application of new structures shall be described in a conservation plan which meets Wisconsin USDA Technical Guide Specifications. The conservation plan shall be approved by the landowner and the County Land Conservation Committee and becomes part of this easement by reference.
 - (b) Mobile homes, trailers, or recreational vehicles providing living quarters placed on the premises by either the COUNTY or LANDOWNERS.
 - (c) Construction of new roads or widening existing roads except those approved by the COUNTY.
 - (d) Signs, billboards, outdoor advertising structures or advertisements of any kind shall be erected, displayed, or placed on the premises.
 - (e) Permanent, elevated duck blinds or deer stands placed on the premises.
- (2) Except as otherwise provided, the general topography of the landscape including water frontage shall be maintained in its present condition.
- (3) Existing structures may be maintained, but may not be used as living quarters.

C. LIMITATIONS ON LAND USE

- (1) There shall be no:
 - (a) Uncontrolled or unmanaged livestock access. Installation and maintenance of perimeter fencing shall be the responsibility of the LANDOWNER.
 - (b) Game farm, shooting preserve, fish, deer, or fur farm established by the LANDOWNERS on the premises.
 - (c) Dumping of recyclables, trash, garbage, sewage, sawdust, ashes, manure piles, dredge material, compost, or any unsightly or offensive material upon, under, or in the premises.
 - (d) Vehicles or farm implements placed or stored upon the easement area without prior written consent from the COUNTY.
 - (e) Commercial, industrial or multiple dwelling activity undertaken or allowed in the premises, nor shall any right of passage across or upon the premises be allowed or granted.
 - (f) Mining, drilling or grading. There shall be no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products in the premises, or installation of mechanical devices upon the premises.
 - (g) Use of the premises for sanitary or other landfill, for underground storage tanks, or for the installation and use of an incinerator.

The landowner shall not, unless, specifically included in the conservation plan use or authorize use of the premises for any purpose, except as specified in this easement, or without the prior written consent of CHIPPEWA COUNTY.

4. RESERVED RIGHTS OF THE LANDOWNERS

- a. The LANDOWNERS may use the premises insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.
- b. The landowners retain the right to control public access.
- c. The landowners may cut and harvest timber for firewood for personal use on the Protected Property, except that no timber shall be cut and harvested within 100 feet of the ordinary high water mark.
- d. The landowners reserve the right to construct a land management trail. The approximate location of the trail is shown in Exhibit A-1. The landowner may construct a bridge where trail crosses the intermittent stream channel. Bridge placement, design, and construction is subject to all state and local regulation, and requires written approval from CHIPPEWA COUNTY.
- e. Nothing herein shall be construed as limiting the right of the LANDOWNERS to sell, give or otherwise convey the premises, provided such conveyance is subject to the terms of this easement.
- f. The LANDOWNERS retain the right to maintain and replace existing equipment access lanes.
- g. The LANDOWNERS retain the right for themselves, the LANDOWNERS' family members, and guests to hunt, fish, and make any recreational use of the premises that does not impact the ecological significance and value of the premises, provided all such activity is conducted in accordance with local, state, and federal regulations. The LANDOWNERS also reserve the right to charge a fee to guests for all such activities.
- h. The LANDOWNERS retain the right to oil, gas, minerals, and geothermal resources underlying the premises, provided that any drilling or mining activities are to be located outside the boundaries of the premises.
- i. The LANDOWNERS may place small unlighted signs, each not to exceed four (4) square feet in area, on the protected property for the following purposes: boundary markers, no trespassing signs, to control entry or use, and to state the name and address of the property owners.

5. GENERAL PROVISIONS

A. Program Funding

- (1) The Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) has provided soil and water resource management program grant funds used by the COUNTY to cost-share this Easement.
- (2) DATCP funds are from the sale of tax-exempt general obligation State of Wisconsin bonds, issued under the provisions of s. 92.14, Wis. Stats., and the appropriation account under s. 20.866 (2) (we), Wis. Stats., or from the general tax revenues under s. 20.115 (7) (c) or (qd), Wis. Stats., to provide for soil and water resource management under 92.14, Wis. Stats.

B. Easement Enforcement

- (1) The COUNTY (acting through the Corporation Counsel) has responsibility to enforce this conservation easement.
- (2) No failure on the part of the COUNTY to enforce any of the terms of the conservation easement shall discharge or invalidate the term or any other provision of the conservation easement or affect the right of the COUNTY to enforce the conservation easement in the event of a subsequent breach or default.
- (3) The LANDOWNERS acknowledge that irreparable injury will result to the COUNTY in the event of a breach of this easement. Upon any breach of the conservation easement, the COUNTY (acting through the Corporation Counsel) may, after reasonable notice to the LANDOWNERS, exercise any or all of the following remedies: institute suits to enjoin any breach or enforce any covenant by ex parte, temporary, and/or permanent injunction either prohibitive or mandatory; and require that the premises be restored promptly to the condition required by this conservation easement. In addition to the above, LANDOWNERS hereby waive all claims or defenses that there is an adequate remedy at law, and shall not urge in any such action to enforce this easement, a claim or defense that such remedy at law exists. Failure to comply with the terms and conditions contained in this easement, or to perform the practices and other requirements identified in the Conservation Plan that becomes part of this easement by reference, or the contract with the COUNTY, may cause the COUNTY to seek repayment of funds. The remedies shall be cumulative and shall be in addition to any other rights and remedies available to the COUNTY at law or equity. If the LANDOWNERS are found to have breached any of the terms of the conservation easement, the LANDOWNERS shall reimburse the COUNTY for any costs or expenses incurred by the COUNTY, including court costs and reasonable attorney fees, unless the COUNTY explicitly waives reimbursement for these costs.
- (4) Prior recorded utility easements may overlap with the area under this conservation easement. If such prior recorded utility easements exist, the LANDOWNERS hereby agree to ensure the restoration of any features or vegetation, installed or maintained according to the conservation plan, which are destroyed, damaged, or in anyway altered from the stated terms in this conservation easement. The LANDOWNERS may enter into separate agreements with the utility easement holders for such restoration, but all restoration activities must be approved by the COUNTY. All costs of restoration shall be the responsibility of the LANDOWNERS or the utility easement holders. A violation of this provision may result in an action to enjoin the breach, enforce restoration, demand repayment of all previously received state funds for incentives and cost-share, and reimbursement to the county for all reasonable costs, including court costs and attorney fees, incurred pursuing remedies.

C. Land Management

- (1) The LANDOWNERS may request, for the purpose of long-term protection of the easement area, authorization for timber harvest, periodic grazing or other management techniques identified in the applicable Conservation Plan. Authorizations will only be made if, upon a determination by the COUNTY, the proposed use is consistent with the long-term protection of the easement area. The

COUNTY shall prescribe the allowable amount, method, timing, intensity and duration of the compatible use(s) in a revised Conservation Plan.

- (2) The LANDOWNERS release the COUNTY from any claims of damages that may arise as a result of floods and flash floods on the premises.
- (3) The LANDOWNERS shall neither lease nor convey any other easement in any way affecting the use and enjoyment of this easement without the prior written permission of the COUNTY.
- (4) Any ambiguities in this easement shall be construed in a manner which best effectuates conservation and enhancement of water quality and habitat for fish and wildlife.
- (5) The LANDOWNERS agree to enter into a cost-share contract with the COUNTY, concurrent with this easement and consistent with the provisions of this easement. Said contract shall include the requirement to install and maintain conservation practices(s) on the premises in accordance with a Conservation Plan approved by the COUNTY Land Conservation Committee to achieve the purposes of the Easement. Said contract shall also include provisions regarding incentive payments and practice payments from the COUNTY under the provisions of soil and water resource management program (s. 92.14, Stats.). The LANDOWNERS agree to maintain those conservation practice(s) as required in the agreement with the COUNTY and any amendments thereto.
- (6) The LANDOWNERS agree to the recording of this easement within 30 days of its full execution at the Office of the Register of Deeds of the COUNTY.
- (7) This instrument contains the entire agreement of the parties with respect to the conservation easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the conservation easement. If any term is found to be invalid, the remainder of the terms of this conservation easement and the application of the term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The terms "LANDOWNERS" and "the COUNTY" when used herein, shall mean either masculine or feminine, singular or plural, as the case may be, and the provisions of this easement shall bind the parties mutually, their heirs, successors, personal representatives and assigns.

D. Land Ownership/ Transfer of Land Ownership

- (1) The LANDOWNERS and their successors and assigns shall pay any real estate taxes or assessments levied by competent authority on the property.
- (2) This easement will be referenced in any subsequent deed or other legal instrument by which the LANDOWNERS transfer any interest in the premises.
- (3) The LANDOWNERS shall notify the COUNTY in writing of the name(s) and address(es) of any party to whom the premises is granted, conveyed or otherwise transferred, at or prior to the time said transfer is consummated.
- (4) Whenever all or part of the premises is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this conservation easement, or this conservation easement is extinguished, in whole or in part, by other judicial proceeding, the LANDOWNERS and the COUNTY shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests.
- (5) No provision of this conservation easement should be construed as impairing the ability of the LANDOWNERS to use the premises as collateral for any subsequent loan, provided that any mortgage or lien arising from such a transaction must NOT be inconsistent with the terms of this conservation easement, and must be subordinate to this easement.

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

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

SIGNED AND SEALED BY the LANDOWNERS and any persons joining in and consenting to this conveyance.

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CONSENT TO EASEMENT BY HOLDER OF REAL ESTATE MORTGAGE

DOCUMENT# 738797

Judy D. Catt
(Signature of Individual)

AS

Home Loan Servicing Supervisor
(Representative Capacity of Institution holding Mortgage)

of ROYAL CREDIT UNION being the owner and holder of a certain MORTGAGE which is recorded as

Document 689453, Dated July 1, 2004, Recorded July 2, 2004

in the COUNTY Register of Deeds Office against said premises, does hereby join in and consent to said conveyance of an easement free of said lien.

STATE OF WISCONSIN)
)ss
COUNTY of CHIPPewa)

This instrument was acknowledged before me on the 26th day of June, 2007, by Judy D. Catt
AS Home Loan Servicing Supervisor OF ROYAL CREDIT UNION.

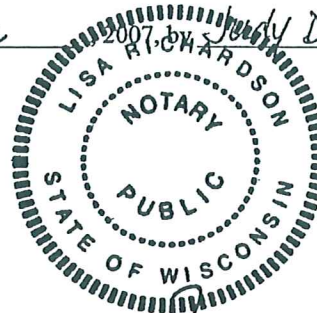
Lisa Richardson (sign Notary name)

Lisa Richardson (print Notary name)

Notary Public, State of Wisconsin

My commission (expires) 12-20-09

My commission is permanent



SIGNED AND SEALED BY the LANDOWNERS.

Brian D. Phillips 06/15/2007
(Signature) (Date)

BRIAN D. PHILLIPS
(Print Name)

Jeanine R. Phillips 6/15/07
(Signature) (Date)

JEANINE R. PHILLIPS
(Print Name)

STATE OF WISCONSIN)
)ss
COUNTY of CHIPPewa)

This instrument was acknowledged before me on the 15th day of June, 2007, by BRIAN D. PHILLIPS

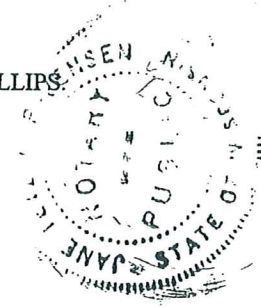
Jane Tetzloff-Jensen (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission (expires) 6-27-2010

My commission is permanent



STATE OF WISCONSIN)
)ss
COUNTY of CHIPPewa)

This instrument was acknowledged before me on the 15th day of June, 2007, by JEANINE R. PHILLIPS.

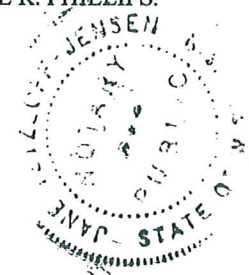
Jane Tetzloff-Jensen (sign name)

Jane Tetzloff-Jensen (print name)

Notary Public, State of Wisconsin

My commission (expires) 6-27-2010

My commission is permanent



ACCEPTED this ²⁶th day of JUNE, 2007.

ACCEPTED BY:
CHIPPEWA COUNTY

By [Signature]
Daniel J. Masterpole, County Conservationist

STATE OF WISCONSIN)
)ss
COUNTY of CHIPPEWA)

This instrument was acknowledged before me on the _____th day of _____, 2007, by DANIEL J. MASTERPOLE, as Chippewa County, County Conservationist.

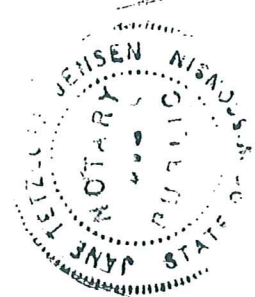
Jane Tetzloff-Jensen (sign Notary name)

Jane Tetzloff-Jensen (print Notary name)

Notary Public, State of Wisconsin

My commission (expires) 6-27-2010

My commission is permanent



THIS INSTRUMENT WAS DRAFTED BY:
CHIPPEWA COUNTY
LAND CONSERVATION DEPARTMENT

Exhibit A-1
Land Description for
Chippewa County Farmer's Fund Conservation Easements

BRIAN D. PHILLIPS and JEANINE R. PHILLIPS
Chippewa County, Wisconsin

A CREP conservation easement over 3 parcels of land situated in:

Southwest ¼ of the Northeast ¼, AND the Northwest ¼ of the Northeast ¼ of Section 29, Township 28 North, Range 7 West, 4th Principal Meridian, Town of Lafayette, Chippewa County Wisconsin,

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

Easement Area I

Commencing at the Northeast corner of said Section 29, thence;

North 89 degrees West, 1890 feet, more or less, to the Point of Beginning (POB) for Easement Area I, on the south line of the 30th Ave R.O.W.,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 7 degrees West, 31 feet, more or less, to Angle Point 2,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 87 degrees West, 215 feet, more or less, to Angle Point 3, which is the same as Angle Point 13 of Easement Area I - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Southerly, along the west line of Easement Area I - CREP Easement Document No. 7210992, to Angle Point 4, which is the same as Angle Point 8 of Easement Area I - CREP Easement Document No. 7210992,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Easterly, along the south line of Easement Area I - CREP Easement Document No. 7210992, to Angle Point 5, which is the same as Angle Point 6 of Easement Area I - CREP Easement Document No. 7210992,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 18 degrees East, 113 feet, more or less, to Angle Point 6,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 7 degrees East, 487 feet, more or less, to Angle Point 7, which is the same as Angle Point 10 of Easement Area III - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Southerly, along the west line of Easement Area III - CREP Easement Document No. 721099, to Angle Point 8, which the same as Angle Point 6 of Easement Area III - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

East, along the south line of Easement Area III - CREP Easement Document No. 72109974 feet, 74 feet more or less, to Angle Point 9, which the same as Angle Point 5 of Easement Area III - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, along the east line of Easement Area III - CREP Easement Document No. 72109974, 439 feet, more or less, to Angle Point 10, which is the same as Angle Point 4 Easement Area III - CREP Easement Document No. 7210992,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

West, along the line of Easement Area III - CREP Easement Document No. 72109974, 69 feet, more or less, to Angle Point 11, which is the same as Angle Point 3 Easement Area III - CREP Easement Document No. 7210992,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, along the line of Easement Area III - CREP Easement Document No. 72109974, 101 feet, more or less, to Angle Point 12,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 84 degrees East, 147 feet, more or less, to Angle Point 13,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 2 degrees West, 441 feet, more or less, to Angle Point 14,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 88 degrees East, 191 feet, more or less, to Angle Point 15, on the east line of the Northwest ¼ of the Northeast ¼ of said Section 29,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South, along the east line of the Northwest ¼ of the Northeast ¼ and continuing south along the east line of the Southwest ¼ of the Northeast ¼ of said Section 29, 1558 feet, more or less, to Angle Point 16, on the southeast corner of parcel no. 22807-2913-00020000,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

West, along the south line of the parcel no. 22807-2913-00020000, 1320 feet, more or less, to Angle Point 17 on the west line of the Southwest ¼ of the Northeast ¼ of said Section 29,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, along the west line of the Southwest ¼ of the Northeast ¼ of said Section 29, 405 feet, more or less, to Angle Point 18,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 89 degrees East, 309 feet, more or less, to Angle Point 19,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 1 degrees East, 421 feet, more or less, to Angle Point 20,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 89 degrees West, 256 feet, more or less, to Angle Point 21,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, 321 feet, more or less, to Angle Point 22,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 81 degrees East, 272 feet, more or less, to Angle Point 23,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North 7 degrees West, 187 feet, more or less, to Angle Point 24, which is the same as Angle Point 2 of Easement Area II - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Northeasterly, along the line of Easement Area II - CREP Easement Document No. 721099, 131 feet, more or less, to Angle Point 25, which is the same as the P.O.B. of Easement Area II - CREP Easement Document No. 721099,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

Westerly, along the north line of Easement Area II - CREP Easement Document No. 721099, to Angle Point 26, on the west line of the Northwest ¼ of the Northeast ¼ of said Section 29,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, along the west line of the Northwest ¼ of the Northeast ¼ of said section 29, 631 feet, more or less, to Angle Point 27, on the Southwest corner of parcel no. 22807-2912-03750000,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

South 78 degrees East, along the south line of parcel no. 22807-2912-03750000, 335 feet more or less to Angle Point 28,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

North, along the east line of parcel no. 22807-2912-03750000, 326 feet, more or less, to Angle Point 29, on the South line of the 30th Ave. R.O.W.,

Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground, thence;

East, along the south line of the 30th Ave R.O.W., 445 feet, more or less, to the Point of Beginning (POB) for Easement Area I,

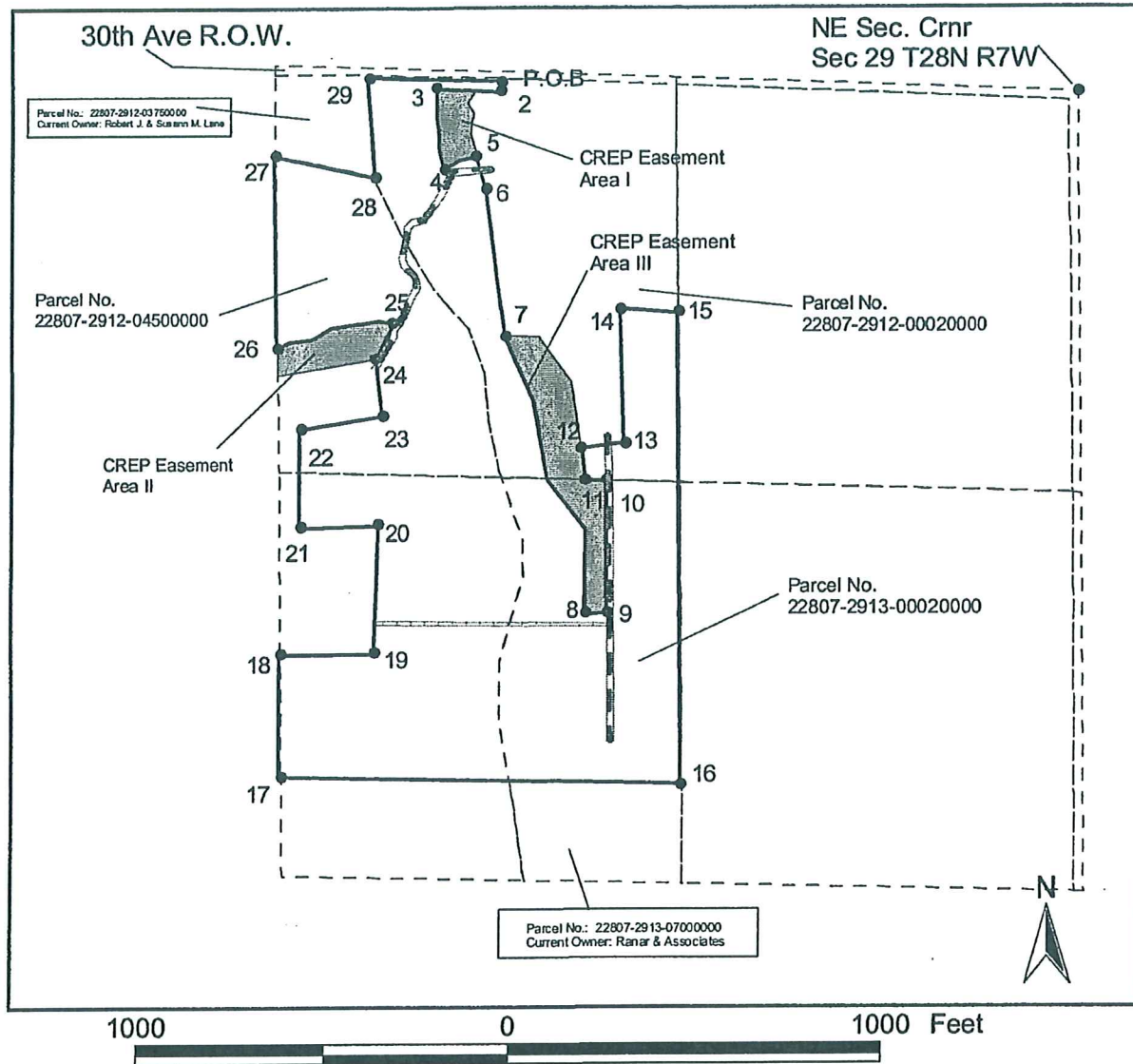
Said point witnessed by a ½ inch diameter 24 inch long steel rebar with a steel fence post set 1 foot in the ground and projecting 3.0 feet above the ground.







All of the above-described lands are within the Conservation Easement. Said conservation easement contains 45.0 acres.

(These property descriptions have been prepared by the Chippewa County Land Conservation Department for use in administering the Conservation Reserve Enhancement Program and do not constitute a survey description or survey plat nor are they intended to be the same).

"The basis of bearing and distance being referenced to monumented section corners as per Chippewa County GIS. Point locations data obtained in field with Ashtec BR2G+ GPS Receiver using real-time differential to achieve accuracy to within one meter."

Exhibit A-1



-  Equipment Access Lane
-  Land Management Trail
-  Conservation Easement Boundary
-  Angle Points
-  Parcel Boundaries NE 1/4 Sec 29 T28N R7W
-  CREP Perpetual Conservation Easement Areas (Doc No. 721099)

Brian D. & Jeanine R. Phillips
T28N R07W Section 29
Chippewa County Conservation Easement
Drawn & Described by : Michael E. Dahlby

This property description and drawing have been prepared by the Chippewa County Land Conservation Department and does not constitute a survey description or survey plat nor are they intended to be the same.