

**AMENDED AND RESTATED GRANT OF  
CONSERVATION EASEMENT AND  
DEVELOPMENT RIGHTS**

THIS AMENDED AND RESTATED GRANT OF CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS (the "GRANT") is made as of this \_\_\_ day of \_\_\_, 2022 (the "Effective Date"), by VITRUVIAN FARMS, LLC (hereinafter "Grantor"), in favor of the TOWN OF DUNN, a Wisconsin municipal corporation, (hereinafter the "Town"), GROUNDSWELL CONSERVANCY, INC., f/k/a NATURAL HERITAGE LAND TRUST, INC., a Wisconsin nonstock corporation, (hereinafter the "Conservancy") and the COUNTY OF DANE, a Wisconsin quasi-municipal corporation (hereinafter the "County") as holders of the conservation easement and development rights pursuant to the provisions of section 700.40(1)(a) of the Wisconsin Statutes. The Town, Conservancy and County are collectively referred to herein as "Grantees."

**Return to:**  
Town of Dunn  
4156 County Road B  
McFarland WI, 53558  
Parcel Identification Nos.

**Parcel Identification Nos.:**  
028-0610-094-8000-9  
028-0610-094-8520-0

**WITNESS THAT:**

**WHEREAS** Grantor is the sole owner in fee simple of certain real property in the Town of Dunn, Dane County, Wisconsin, more particularly described as:

The Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) and the East 10 acres of the Northwest Quarter of the Southeast Quarter (NW1/4SE1/4) of Section Nine (9), Township Six (6) North, Range Ten (10) East, in the Town of Dunn, Dane County, Wisconsin, EXCEPT the following:

- 1) Lands conveyed for highway purposes in deed recorded March 16, 1967, in Volume 461 of Miscellaneous, on Page 311, as Document No. 1180290.
- 2) Lands conveyed for highway purposes in deed recorded December 6, 1982, in Volume 4039 of Records, on Page 64, as Document No. 1760691, and re-recorded February 4, 1983, in Volume 4195 of Records, on Page 37, as Document No. 1767305.
- 3) Lot One (1), Certified Survey Map No. 3406, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 13 of Certified Survey Maps, on Page 224, as Document No. 1655283, located in the Town of Dunn, Dane County, Wisconsin.
- 4) Lot One (1), Certified Survey Map No. 980, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume 4 of Certified Survey Maps, on page 244, as Document No. 1346867, located in the Town of Dunn, Dane County, Wisconsin.

Tax Parcel No. 028/0610-094-8000-9

Tax Parcel No. 028/0610-094-8520-0

and hereinafter referred to as the "Property;" and

**WHEREAS** Exhibit A consists of a Plat of Survey of the Building Area and Business Area prepared by Paul Spetz.

**WHEREAS** Exhibit B consists of the legal descriptions of the “Business Area” and “Building Area”;

**WHEREAS** Exhibit C consists of a map depicting the Wetlands, Building Area, Business Area, and Property boundary. If there is any discrepancy between the legal descriptions in Exhibit B and the Plat of Survey on Exhibit A or the map in Exhibit C, the legal descriptions in Exhibit B govern and prevail; and

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

**WHEREAS** the Property is subject to the Grant of Conservation Easement and Development Rights granted to Grantees by Joseph V. Franklin and Ida L. Franklin and recorded on March 5, 2002 at the Dane County Register of Deeds as Document Number 3456186 (hereinafter “Original Grant”); and

**WHEREAS** subsequent to granting the Original Grant, the Franklins conveyed the Property to Lloyd A. Schneider/Daphne H. Schneider Mounds and Habitat Unit. The Property was then subsequently conveyed to Lowell H. Clemmons. The Property was then subsequently conveyed to Vitruvian Farms, LLC; and

**WHEREAS** the Original Grant was amended to clarify the limitations on permitted commercial uses of the Property while upholding and enhancing the important conservation values of the Property as established in the Original Grant and recorded at the Dane County Register of Deeds as Document Number 5169689 (hereinafter “First Amendment”); and

**WHEREAS** Grantor and Grantees desire to clarify the limitations and geographic scope of permitted commercial uses of the Property, relocate the Business Area to existing operations, relocate the Building Area, clarify the limitations on permitted commercial uses of the Property, and reduce the amount of allowed impervious surfaces on the Property to uphold and enhance the important conservation values of the Property as established in the Original Grant; and

**WHEREAS** the Grantees have determined this Grant is consistent with the conservation purpose of the Original Grant, is consistent with the amendment provisions of the Original Grant, does not diminish the goals or purposes of the Original Grant or affect its perpetual duration and is consistent with the Grantee’s respective Conservation Easement Amendment Policy; and

**WHEREAS** the Grantor 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 Town has established a Rural Preservation Program pursuant to Town Ordinance 4-3 to acquire conservation easements imposing limitations on the subject lands in order to protect viable

farm operations and farmland, to maintain the rural character of the Town, to permanently preserve scenic vistas and environmentally significant areas, to restrict land divisions, to retain and protect open space values of real property and to assure the availability of real property for agricultural, forest, and open space uses; and

**WHEREAS** Grantor desires and intends 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 and open space uses; and

**WHEREAS** the County has established a Conservation Fund Grant Program to engage local governments and non-profit organizations as partners in achieving the natural, recreational, open space, and cultural objectives of the Dane County Park and Open Space Plan. This grant program makes matching funds available to purchase fee or land interests in park and resource areas identified in the Plan. It also funds conservation easements in buffer areas which enhance the scenic, open space, natural resource, and recreational values of these park and resource areas; and

**WHEREAS** the Grantees are each qualified to be a "holder" (as that term is defined in section 700.40(1)(b) of the Wisconsin Statutes) of conservation easements pursuant to section 700.40(2) of the Wisconsin Statutes; and

**WHEREAS** the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated the 28<sup>th</sup> day of February, 2002, on file at the offices of the Grantees and incorporated by this reference which consists of reports, maps, photographs and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of the Original Grant and Effective Date of this Grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Grant (the "Baseline Data") 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 Grantees agree by accepting this Grant to honor the intentions of Grantor 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 the County and Town expended public funds to acquire the rights conveyed by the Original Grant and protected by this Grant, and that the Town and the County acquired and continue to hold those rights for a public purpose that includes the preservation and protection of the conservation and agricultural values of the Property.

**WHEREAS** this Grant amends, restates, and wholly supersedes the Original Grant.

**NOW, THEREFORE**, for and in consideration of the above, the consideration for the Original Grant and the covenants, terms, conditions, and restrictions contained herein and pursuant to the laws of the State of Wisconsin, including section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily

grants and conveys with general warranty of title, to the Grantees, and their respective successors and assigns, a conservation easement in perpetuity over the Property of the nature and character and to the extent set forth herein.

The development rights conveyed by this Grant shall include all development rights except those specifically reserved by the Grantor 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 Grantor 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 Grant 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 in order to maintain, for the benefit of future generations, the essential characteristics of the Town and to prevent any use of the Property that is inconsistent with these purposes. The Property shall be used only for agriculture, silviculture, open space and such other limited uses as expressly permitted in this Grant.

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

2. **PROHIBITED USES.** Any activity on or use of the Property inconsistent with this Grant is prohibited. No residential, 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 Grant. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) *Division of Property Prohibited.* The parties recognize that the fractionalization of ownership interests in the Property increases the burden on the Grantees to monitor and enforce this Grant and intend by this subparagraph to prohibit the division of the Property into smaller parcels in order to minimize that burden. It is the intent of this subparagraph to require that the entire Property remain as a single, indivisible tract managed for the purposes of this Grant and to prohibit the conveyance of existing quarter-quarter sections or all or any part of any other existing whole legal descriptions, except as a part of the entire Property. No portion of the Property shall be used in any manner to increase the density of development of any of Grantor's lands not subject to this Grant, whether through the common ownership of such parcels, 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) 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 Grant, and 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 Grant. Any deed or other document conveying legal title to such property shall specify or incorporate by reference the terms and conditions of this Grant.

(2) Portions of the Property may be sold or conveyed, either in fee or by easement, to the County of Dane, provided, however that in the instrument of conveyance the uses of the portions so conveyed are restricted to bicycling, walking, cross-country skiing, and other non-motorized recreational uses by the public. The use of motorized vehicles on the portions so conveyed, except in connection with construction and maintenance of any recreational trail permitted by this Grant, is expressly prohibited.

(3) Notwithstanding the Town's and County's acceptance of this Grant, Grantor understands that before any development or land division can occur on any part of the Property, which development or land division is otherwise permitted by the terms of this instrument, Grantor must first obtain zoning and building permits as well as approvals of the required land division instruments. Grantor understands and agrees that neither the Town nor the County guarantees that any such permits will be issued, and the decisions to issue or deny such permits will be decided on their merits without reference to the existence of this Grant.

(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 as permitted below.

(1) The Property may be used for agricultural and forestry purposes as permitted in paragraph 2(g) of this Grant. Except, Concentrated Animal Feed Operations (CAFOs) are prohibited.

(2) The Property may be used for Agricultural Entertainment. With prior, written approval of the Grantees, other similar agricultural entertainment uses or agricultural entertainment activities may occur, subject to zoning regulations which are not hereby waived. The Grantees may deny a request under this section in their sole discretion.

(3) The Grantor or occupants of the single-family residence permitted under subparagraph 2(c)(5)(ii) may carry on home occupations within such residence, provided that: (i) such uses are incidental to the residential use of the residence, (ii) not more than one-quarter of any floor of such residence is devoted to the home occupation, (iii) the home occupation does not involve regular parking for more than two motor vehicles; and (iv) the home occupation complies with any applicable zoning regulations.

(4) The Grantor may charge rent or fees for permitted uses of the Property.

(5) Permitted commercial activities within the Business Area include 1) contractor, landscaping, or building trade operations, 2) bed and breakfasts or short-term lodging within residential buildings, 3) medical, dental, and veterinary clinics, 4) banks and offices, 5) non-automotive retail sales and non-automotive service businesses, 6) incidental enclosed storage of items or materials, 7) structures for private clubs or organizations, 8) educational facilities, 9) agricultural and agricultural entertainment uses as permitted under 2(b)(1) and 2(b)(2), and 10) uses allowed under 2(b)(7). Any permitted activity under this section must comply with all local, county, state, and federal regulations.

(6) Permitted commercial activities within the Building Area include 1) bed and breakfasts or short-term lodging within residential buildings, and 2) agricultural and agricultural entertainment uses as permitted under 2(b)(1) and 2(b)(2). Any permitted activity under this section must comply with all local, county, state, and federal regulations.

(7) With prior, written approval of the Grantees which approval may be granted, denied, or conditioned in Grantees' sole discretion, the Business Area may be used for the following.

(a) Indoor commercial sales of agricultural products and value-added agricultural products produced off the Property, and for made-to-order goods incidental to such sale of agricultural products.

(b) A restaurant, cidery, winery, distillery, or brewery. Grantor and Grantees expect that such restaurant, cidery, winery, distillery, or brewery will produce the majority of its products with ingredients grown, raised, or produced in the State of Wisconsin.

(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, storm sewer, sanitary sewer, water or other utility facilities) is prohibited on the Property except as permitted below:

(1) The construction and maintenance of fences, irrigation equipment, growing-season-extension structures (including tunnel row covers and hoop houses), unpaved farm roads, and unpaved horse-riding trails that are necessary and incidental to uses permitted on the Property by this Grant are permitted on the Property.

(2) With prior, written approval of the Grantees, gravel farm roads without a paved base up to fifteen feet in width may be placed, constructed, maintained, and repaired outside the Business Area and Building Area as necessary for agricultural operations. Such approval may be granted, withheld, or conditioned in Grantees' sole discretion. Such approved gravel farm roads outside of the Business Area and Building Area shall not contribute to the total impervious surface area of the Business Area and Building Area.

(3) Utility and wastewater systems may be placed, installed, maintained, repaired, removed or replaced in the Building Area or Business Area to the extent reasonably necessary for uses permitted by the Grant, including: wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communication or related utility services to the improvements permitted herein, including utility structures such as solar panels, wind towers, or similar structures to generate energy primarily for use on the Property by activities permitted by this Grant.

(4) The construction and maintenance of small nonresidential structures for recreation, conservation, research, and educational purposes are permitted including, without limitation, nesting boxes, fire rings, blinds and deer stands, picnic tables, and scientific monitoring equipment, provided that (a) no such structure and its associated appurtenances (such as stairs) occupies more than 64 square feet of ground area, (b) no such structure may be improved with sewer, water, natural gas, electricity, or other utilities, (c) no such structure diminishes the Conservation Values of the Property, (d) each such structure shall be 'visually inconspicuous' when viewed from any roads, trails, lands, or waters open to the public. For the purposes of this Grant, the term 'visually inconspicuous' shall mean 'difficult to be seen' and 'not readily noticeable during the time when leaves are on deciduous trees', (e) surrounding disturbed areas must be replanted with native vegetation immediately after construction, and (f) the total ground area of all such small nonresidential structures and their associated appurtenances shall not exceed 600 square feet.

(5) Within the Business Area and Building Area:

(i) Buildings, structures, or improvements may be placed, constructed, maintained, renovated, expanded or replaced in the Building Area and Business Area in compliance with applicable state, County and Town regulations and provided that the total impervious surface area of all such buildings, structures and improvements on the Property does not exceed 2.5 acres (108,900 square feet) at any given time. For purposes of this subparagraph, impervious surfaces shall be defined as any material which covers land which inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, the area covered by roofs of permanent and nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas. For the purposes of this subparagraph, growing-season-extension structures (including tunnel row covers and temporary hoop houses) are not considered as creating impervious surface area.

(ii) Subject to the limitations on impervious surfaces in 2(c)(5)(i) above, the maintenance, renovation, expansion, replacement or relocation of the existing single-family residential dwelling and accessory buildings, and the construction of new residential accessory buildings, in compliance with all applicable state, County and Town regulations are permitted.

(iii) Subject to the limitations on impervious surfaces 2(c)(5)(i) above, buildings, structures, or improvements used for agricultural purposes must be placed within the Building Area or Business Area and constructed, maintained, renovated, relocated, expanded or replaced in compliance with all applicable state, County and Town regulations.

(6) Within the Business Area:

(i) Subject to the limitations on impervious surfaces in 2(c)(5)(i) above, buildings, structures, or improvements for uses permitted in 2(b)(5) and 2(b)(7) may be placed within the Business Area and constructed, maintained, renovated, relocated, expanded or replaced in compliance with all applicable state, County and Town regulations.

(7) Within the Building Area:

(i) Subject to the limitations on impervious surfaces in 2(c)(5)(i) above, buildings, structures, or improvements for uses permitted in 2(b)(6) may be placed within the Building Area and constructed, maintained, renovated, relocated, expanded or replaced in compliance with all applicable state, County and Town regulations.

*(d) Surface Alterations and Excavations Prohibited.* Any alteration of the surface of the land and any excavation including mining of oil, gas, gravel, or other minerals is prohibited on the Property except as permitted below:

(1) Surface alterations are permitted anywhere on the Property in the course of agricultural or other activities expressly permitted by this Grant.

(2) Excavations of soil, sand, gravel, rock, or peat are permitted only to support activities expressly permitted by this Grant, including the construction of pond areas for stormwater retention or other allowed purposes, and excavations outside of the Business Area and Building Area must be limited in scope and impact and may not exceed a cumulative total of one (1) acre.

*(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, as shown on Exhibit C, or of any wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps or potholes that exist on the Effective Date of this Grantor which occur naturally after the Effective Date is prohibited.

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

(1) Trees may be removed, cut and otherwise managed to control insects and disease, prevent personal injury and property damage, remove invasive species, and for firewood used on the Property. This provision applies to activities other than those permitted by subparagraph 2(g) of this Grant.

(2) Notwithstanding any provision or language contained in this Grant to the contrary, and consistent with the purposes of both the Original Grant, as amended by the First Amendment, and this Grant, the Property may be used for agricultural purposes, including cutting, planting, harvesting and/or managing agricultural crops, so long as such activities are conducted pursuant to a conservation plan prepared in consultation with a land conservationist approved by the Grantees. All land uses on the Property shall comply with applicable state laws related to soil and water conservation, nonpoint source pollution and nutrient management, regardless of whether the landowner or land user receives any cost-share payment for compliance. All agricultural land on the Property shall be subject to a conservation plan secured by the Grantor, and prepared in consultation with a land conservationist approved by the Grantees. This plan shall be updated periodically (as determined by the Grantees), and at any time that the basic type of agriculture operation on the Property changes, or upon any change of ownership of the Property.

(3) The Property may be used for silvicultural purposes conducted pursuant to a forest management plan, prepared by the Wisconsin Department of Natural Resources or its designee, a licensed professional forester, or other qualified person approved in writing by the Grantees, which identifies objectives and actions that will be taken to protect and manage soil, water, wetlands, aesthetic quality, natural communities, and fish and wildlife resources of the Property, is prepared in accordance with generally accepted best management practices as determined by the Grantees, allows for amendment and modification with the written approval of the Grantees, and is approved in writing by the Grantees prior to implementation.

(4) In order to preserve and enhance the ecological integrity of the Property and to maintain natural habitat for native animal and plant species, vegetation may be planted, introduced or removed from the Property only in accordance with a management plan prepared by a qualified natural resource professional and reviewed and approved by the Grantees not more than ten years prior to the undertaking of such activities. This provision applies to activities other than those permitted by subparagraphs 2(g)(1), 2(g)(2), 2(g)(3) and 2(g)(5) of this Grant.

(5) Within the Business Area and the Building Area, vegetation may be manipulated for gardening and landscaping purposes and as may be required in the course of activities expressly permitted by this Grant.

*(h) Dumps and Landfills Prohibited.* No portion of the property shall be used for dumps, landfills or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities permitted under this Grant shall be in accordance with the requirements of applicable state, County and Local regulations and with the written approval of the Grantees. The storage and spreading of manure, lime or other fertilizer for agricultural purposes, pursuant to Paragraph 2(g)(2), shall be permitted without such prior approval. The composting of organic materials in an area of the Property not to exceed ten (10) acres, and the temporary storage of trash generated by the Property in receptacles for periodic off-site disposal, shall be permitted without such prior approval.

*(i) Signs Prohibited.* The placement of signs on the Property is prohibited, except that subject to zoning regulations:

(1) Boundary markers, directional signs, signs stating the name and address of the Property and the names of persons living on the Property, signs posted to control unauthorized entry or use of the Property, memorial plaques, the temporary (defined as a period of 60 days two times per year and the 60-day periods shall not run consecutively) placement of political or religious signs, signs advertising the availability for public sale of agricultural or timber products grown on the premises, and temporary signs indicating that the Property is for sale, for lease, or under development are permitted, provided that none of the signs shall be lighted and the placement, number, size and design of any such signs do not significantly diminish the scenic character of the Property.

(2) A maximum of two signs per building to identify a permitted business operating in that building may be placed on buildings within the Business Area or Building Area. Such signs may be illuminated, provided no light sources are directed upward. Electronic signs are prohibited. No such sign shall exceed 96 square feet. The aggregate square footage of all signs on the Property permitted by this Section 2(i)(2) shall not exceed 1,000 square feet.

(3) Ground signs identifying permitted businesses or facilities within the Business Area and/or Building Area may be placed on the Property. Signs must be located within the Business Area or Building Area or the portions of the property between the Building Area and the adjacent public rights-of-way: US Highway 51 and Tower Road. Such signs may be illuminated, provided no light sources are directed upward. Electronic signs are prohibited. The aggregate square footage of all ground signs permitted by this Section 2(i)(3) shall not exceed 128 square feet and no one ground on-premise advertising sign may be larger than 96 square feet. No single ground sign permitted by this Section 2(i)(3) may be taller than 20 feet as measured from the local ground surface to the top of the sign.

*(j) Landing Sites, Marinas, Race Tracks, and Golf Courses Prohibited.* The use of the Property as an aircraft landing site, public boat marina, motorized vehicle race track, or golf course is prohibited.

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

3. **RESERVED RIGHTS.** Grantor reserves to itself and its successors and assigns, all rights accruing from Grantor's 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 Grant and to sell or otherwise convey the Property subject to the terms, conditions and restrictions of this Grant.
4. **RIGHTS OF THE GRANTEES.** Grantor expressly conveys the following rights to the Grantees:
  - (a) Upon reasonable notice, any Grantee, or the Grantee's representative shall have the right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with the Grant or enforce the terms of this Grant. This right shall not include the right to enter buildings on the Property.
  - (b) The right to prevent any activity on or use of the Property that is inconsistent with this Grant. Pursuant to Paragraph 8 of this Grant, Grantees shall have the right to require, at Grantor's 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 Grant.
5. **GRANTEES' APPROVAL.** Where the approval of the Grantees is required by this Grant, all Grantees shall approve, conditionally approve, or deny Grantor's request in writing within 30 days of receipt of Grantor's written request. Grantor's request shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit such Grantees to make an informed judgment as to its consistency with this Grant. Such approval may be withheld only upon a reasonable determination that the action as proposed would be inconsistent with the Grant or would otherwise violate any provision of this Grant. Denial of the Grantor's request by any one Grantee shall result in denial of the request.
6. **NOTICE OF INTENTION TO UNDERTAKE CERTAIN PERMITTED ACTIONS.** The purpose of requiring Grantor to notify Grantees prior to undertaking certain permitted activities, is to afford Grantees an opportunity to ensure that the permitted activities are designed and performed in a manner consistent with this Grant. Whenever notice is required Grantor shall notify Grantees in writing not less than ten (10) days prior to the date Grantor intends 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 Grantees to make an informed judgement as to its consistency with the Grant.
7. **ENFORCEMENT OF THE RESTRICTIONS.** If any Grantee determines that Grantor is in violation of the terms of this Grant or that a violation is threatened, written notice of such violation or threatened violation shall be given to Grantor advising Grantor 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 Grant, to restore the portion of the Property so injured. If Grantor fails 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, any Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Grant, 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 Grant, or injury to any conservation values protected by this Grant, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Such Grantee, shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If the enforcing 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 Grantor and without waiting for the period provided for cure to expire. The rights of the Town, County and Conservancy under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Grant, and Grantor agrees that remedies at law for any violation of the terms of this Grant are inadequate and that the Town, County and Conservancy 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 Grant, 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.

## 8. ENFORCEMENT.

(a) *Costs of Enforcement.* Any costs incurred by Grantees in enforcing the terms of this Grant against Grantor, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Grant shall be borne by Grantor. If Grantor prevails in whole in any action brought by Grantees to enforce the terms of this Grant, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be jointly borne by those Grantees initiating or participating, or both, in the legal action against Grantor. A Grantee who does not initiate legal action against the Grantor does not become liable for Grantor's cost of suit by reason of being involuntarily joined as a party.

(b) *Enforcement Discretion.* Enforcement of the terms of this Grant shall be at the discretion of Grantees, and any forbearance by any of them to exercise their rights under this Grant in the event of any breach of any term of this Grant by Grantor 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 Grant or of any of Grantees' rights under this Grant. No delay or omission by Grantees in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(c) *Waiver of Certain Defenses.* Grantor hereby waives any defense of laches, estoppel, or prescription.

(d) *Acts Beyond Grantor's Control.* Nothing contained in this Grant shall be construed to entitle Grantees to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any reasonable action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

9. **ACCESS.** Except as allowed by paragraph 2(a)(2) no right of access by the general public to any portion of the Property is conveyed by this Grant.

10. **COSTS AND LIABILITIES.** Grantor retains 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.* Grantor 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 Grant.

(b)*Hold Harmless.* Grantor shall hold harmless, indemnify, and defend the Grantees and their respective members, directors, officers, employees, agents and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due 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 Grant, including the existence or administration of this Grant; and (3) damages, losses, expenses, response costs, remediation costs, liabilities, related to harm, or alleged harm, to the environment resulting from Grantor's 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.

(c) *Control.* Nothing in this Grant 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 Grantor's 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.

11. **ASSIGNMENT.** Interest in the Grant may not be assigned by Grantees except as allowed in this paragraph. With the Town's approval, the Conservancy, may transfer its interest in this Grant, but only to entities qualified to be a holder of conservation easements at the time of transfer under section 700.40(1)(b) of the Wisconsin Statutes as it may be amended from time to time. The Town may transfer its interest in this grant only to the State of Wisconsin or an agency or political subdivision of the State of Wisconsin. Such an assignment shall be evidenced by a recorded

document evidencing the assignment of interests of the Town or Conservancy (and in the case of the Conservancy, the approval of the Town as provided in Paragraph 6), and the acceptance by the assignee.

12. **SUBSEQUENT TRANSFERS OF PROPERTY.** Grantor agrees to incorporate the terms of this Grant 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. Grantor further agrees to give written notice to the Grantees of the conveyance or transfer of the Property at least 30 days prior to the date of such conveyance or transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Grant or limit its enforceability in any way. Any future lien or mortgage will be subordinated to the terms of this Grant.
13. **ESTOPPEL CERTIFICATES.** Upon request by Grantor, Grantees shall within 30 days of receipt of such request, execute and deliver to Grantor any document reasonably required by Grantor, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Grant (and, if applicable, any violation(s) outstanding) and otherwise evidences the status of this Grant.
14. **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: [Update this section]

Town of Dunn  
4156 County Road B  
McFarland, WI 53558  
Attn: Town Clerk/Treasurer

Groundswell Conservancy, Inc.  
303 S. Paterson Street, Suite 6  
Madison, WI 53703  
Attn: Executive Director

Vitruvian Farms LLC  
2727 US Highway 51  
McFarland, WI 53558

County of Dane  
c/o County Real Estate Officer  
Room 425, City County Building  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53709

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

15. **RECORDATION.** The Town shall record this Grant in the Office of the Dane County Register of Deeds. Any of the Grantees may re-record this Grant, or notice of this Grant at any time.

16. **EXTINGUISHMENT.** If circumstances arise in the future such as render the purpose of this Grant impossible to accomplish, this Grant shall not be terminated or extinguished, whether in whole or in part, except by judicial proceedings in the Dane County Circuit Court or its duly created successor court. The annexation of the Property to any municipality shall not render the purpose of this Grant impossible to accomplish.

17. **CONDEMNATION.** If this Grant is taken, in whole or in part, by exercise of the power of eminent domain, the Grantees shall be entitled to compensation in accordance with applicable law.

18. **PROCEEDS.** If this Grant is involuntarily terminated or extinguished pursuant to paragraph 16 of this Grant, then Grantor, or in the event of a prior conveyance of the Property, Grantor's successor or assign, shall reimburse Grantees a sum of money equal to 60.83% (the "Proportionate Share") of the fair market value of the Property unencumbered by this Grant. The fair market value of the Property shall be determined at the time the Grant is terminated or extinguished.

The Proportionate Share has been determined by dividing the acquisition cost of the Original Grant of three hundred and thirty five thousand eight hundred (\$335,800), calculated as of the date the Original Grant was granted, by the unencumbered value of the Property of five hundred and fifty two thousand dollars (\$552,000), calculated as of the date the Original Grant was granted.

The Proportionate Share paid to Grantees shall be allocated between them as follows: (a) to the Town or its designee 68.09% of the Proportionate Share; and (b) to the County 31.91% of the Proportionate Share.

Until such time as each Grantee receives the Proportionate Share from Grantor or Grantor's successor or assign, each Grantee shall have a lien against the Property for the amount of the Proportionate Share due each of them. The Town or its designee shall use its allocation of the Proportionate Share in a manner consistent with the conservation purposes of this Grant.

19. **LIENS ON PROPERTY.** No provision of this Grant should be construed as impairing the ability of the Grantor 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 Grant. As of the Effective Date, there are no liens or mortgages outstanding against the Property, except a mortgage between Vitruvian Farms, LLC as mortgagor, and Compeer Financial, FLCA, as mortgagee, recorded December 21, 2018 as Document No. 5461299 and a mortgage between Vitruvian Farms, LLC as mortgagor, and USA Farm Service Agency, USDA, as mortgagee, recorded December 21, 2018 as Document No. 5461300. that are subordinated to Grantees' rights under this Grant pursuant to a Subordination Agreements attached hereto as Exhibit D and Exhibit E.

20. **GENERAL PROVISIONS.**

(a) *Controlling Law.* The interpretation and performance of this Grant shall be governed by the laws of the State of Wisconsin.

(b) *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Grant shall be liberally construed in favor of the Grantees to effect the purpose of this Grant and the policy and purposes of section 700.40 of the Wisconsin Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Grant 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 Grant, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Grant, 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 Grant and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Grant whether written or oral, including the Prior Grant and First Amendment all of which are merged herein.

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

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

(g) *Amendment.* If circumstances arise under which an amendment to or modification of this Grant would be appropriate, Grantor and Grantees may jointly amend this Grant by a written instrument recorded in the office of the Dane County Register of Deeds, provided that any such amendment shall not diminish the goals or purposes of this Grant or affect its perpetual duration.

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

(i) *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.

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

## 21. GLOSSARY, OTHER DEFINED TERMS.

“**Agricultural Entertainment**” means:

(a) An agricultural accessory use, taking place on a farm, that combines the elements and characteristics of agriculture and tourism.

(b) Agricultural Entertainment uses are limited to corn mazes; pick your-own operations; hay rides; sleigh rides; on-farm tours; demonstrations of farming practices, techniques, and methods; educational activities about farm animals; horseback riding; nature trails; and farm breakfasts, luncheons, and dinners. Any activity not expressly listed as an Agricultural Entertainment in this definition requires prior approval of the Grantees.

**“Agricultural Use”** means any of the following:

- (a) Crop or forage production.
- (b) Keeping livestock.
- (c) Beekeeping.
- (d) Nursery, sod, or Christmas tree production.
- (e) Floriculture.
- (f) Aquaculture.

**“Bed and Breakfast or Short-term Lodging”** means

- (a) A residence that rents more than two, but not more than eight, bedrooms to transient guests or tourists, where all of the following apply:
  - 1. Rooms are rented to no more than a total of 20 individuals who are not members of the landowner’s family.
  - 2. Length of stay does not exceed twenty-nine (29) consecutive days for each registered guest.
- (b) Bed and Breakfast or Short-term lodging does not mean: campgrounds, duplexes, multifamily housing, institutional residential housing, indoor institutional lodging, community living arrangements, rooming houses, or indoor commercial lodging.

**“Concentrated Animal Feed Operation (CAFO)”** means an animal feeding operation of any size, whether an indoor or combination outdoor facility where livestock are concentrated for feeding or other purposes including, but not limited to concentrated animal feeding operation that meets any statutory or regulatory definition of a concentrated animal feeding operation.

**“Clinic”** means an office or building in which dental, veterinary, medical or paramedical services are provided on an outpatient basis. Such services as laboratory, X-ray and first aid services may be provided.

**“Club”** means an association for some common purpose, but not including a group organized for or which is actually engaged in rendering a service which is customarily carried on as a business.

**“Educational Facility”** means any private, public or religious school but does not include either truck driving schools or construction equipment operator schools.

**“Incidental Enclosed Storage”** means uses that are primarily oriented to the receiving, holding and shipping of materials for a single business. Such uses are not for retail sales, storage of personal

belongings of others, or warehousing of materials for others. With the exception of loading facilities, such uses are contained entirely within an enclosed building.

**“Made-to-Order Good”** means a food or drink that is custom-made to the exact criteria and specifications of the customer (such as a sandwich with specific toppings).

**“Office”** means an exclusive indoor land use whose primary function is the handling of information or administrative services. Such uses do not typically provide services directly to customers on a walk-in or on-appointment basis.

**“Value-Added Agricultural Products”** means agricultural products that have undergone a change in the physical state or form of the product (such as flour made from wheat or jam made from strawberries).

**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

\_\_\_\_\_  
Name: Shawn Kuhn  
Vitruvian Farms, LLC

Position: \_\_\_\_\_

COUNTY OF DANE            )  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 the above Shawn Kuhn to me known to be the person who executed the foregoing instrument on behalf of Vitruvian Farms, LLC and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**ACCEPTANCE OF HOLDER'S INTEREST**

The Groundswell Conservancy, Inc., by a vote of its Executive Committee by a resolution of its Board of Directors adopted at a duly convened meeting on the [Insert Date], duly representing the Board of Directors, hereby accepts the Holder's interest in this Amended and Restated Grant of Conservation Easement and Development Rights.

GROUNDSWELL CONSERVANCY, INC.

\_\_\_\_\_  
Angela West Blank, Executive Director

ATTEST:

\_\_\_\_\_  
[Insert Name], Vice President

COUNTY OF DANE)  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 Angela West Blank, to me known to be the Executive Director of GROUNDSWELL CONSERVANCY, INC., who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

COUNTY OF DANE)  
  )  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, \_\_\_\_\_, to me known to be the Vice President, of GROUNDSWELL CONSERVANCY, INC., who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Board of Directors of said corporation.

Notary Public, State of Wisconsin

My commission expires: \_\_\_\_\_

**ACCEPTANCE OF HOLDER'S INTEREST**

The Town of Dunn, by a resolution of its Town Board adopted at a duly convened meeting on the **[Insert Date]** hereby accepts the Holder's interest in this Amended and Restated Grant of Conservation Easement and Development Rights.

TOWN OF DUNN

By: \_\_\_\_\_  
**Steve Greb, Chairman**

ATTEST:

\_\_\_\_\_  
**Cathy Hasslinger, Town Clerk/Treasurer**

COUNTY OF DANE            )  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Steve Greb, to me known to be the Chairman of the TOWN OF DUNN, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Town Board of said Wisconsin municipal corporation.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

COUNTY OF DANE            )  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Cathy Hasslinger, to me known to be the Town Clerk/Treasurer of the TOWN OF DUNN, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the Town Board of said Wisconsin municipal corporation.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

**ACCEPTANCE OF HOLDER'S INTEREST**

The County of Dane, by a resolution of its County Parks Commission adopted at a duly convened meeting on the 23<sup>rd</sup> of November hereby accepts the Holder's interest in this Amended and Restated Grant of Conservation Easement and Development Rights.

COUNTY OF DANE

By: \_\_\_\_\_  
Joseph T. Parisi, County Executive

By: \_\_\_\_\_  
Scott McDonell, County Clerk

COUNTY OF DANE            )  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Joseph T. Parisi, to me known to be the County Executive of the County of Dane, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the County of Dane.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

COUNTY OF DANE            )  
  ) ss.  
STATE OF WISCONSIN    )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, Scott McDonell, to me known to be the County Clerk of the County of Dane, who executed this Grant of Conservation Easement and Development Rights and acknowledged that such execution is with the authority of the County Board of said Wisconsin quasi-municipal corporation.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This document was drafted by:  
Attorney Christopher B. Hughes

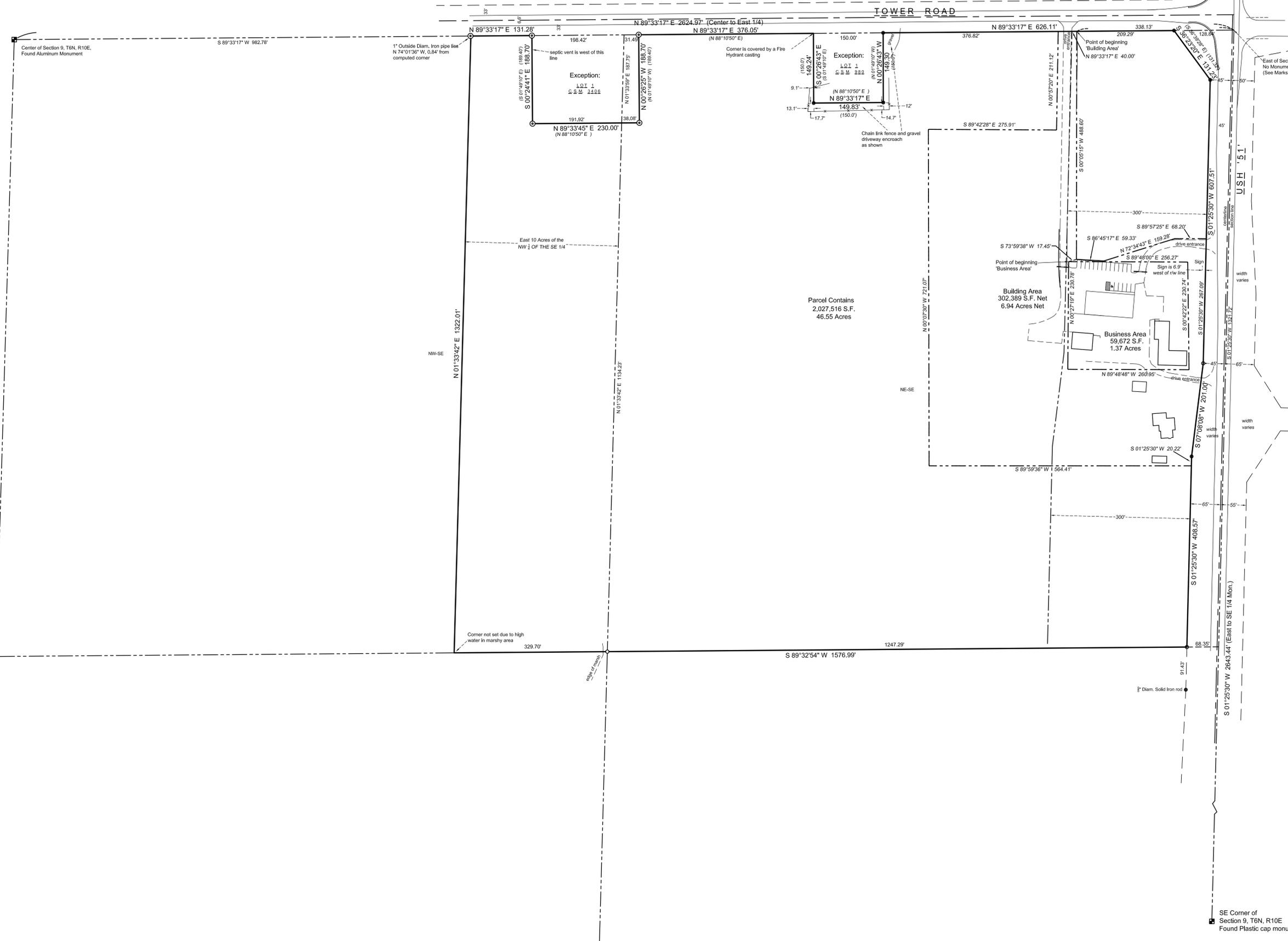
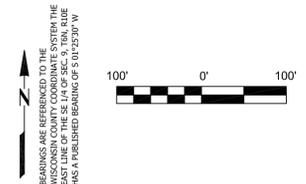
Exhibit A

Easement Exhibit

Legal Description of Record; Document No. 5461298

The Northeast 1/4 of the Southeast 1/4 and the East 10 acres of the Northwest 1/4 of the Southeast 1/4, Section 9, Town 6 North, Range 10 East, Town of Dunn, Dane County, Wisconsin, except the following:

1. Lands conveyed for Highway purposes in deed recorded in Vol. 461 of Misc., page 311, as #1180290.
2. Lands conveyed for Highway purposes in deed recorded in Vol. 4039 of Records, page 64, as #1760691, and re-recorded in Vol. 4195 of Records, page 37, #1767305.
3. Lot 1, Certified Survey Map 3406, recorded in Vol. 13 of Certified Survey Maps, page 224, as #1655283, in the Town of Dunn, Dane County, Wisconsin.
4. Lot 1, Certified Survey Map 980, recorded in Vol. 4 of Certified Survey Maps, page 244, as #1346867, in the Town of Dunn, Dane County, Wisconsin.
5. Lands conveyed for Highway purposes in instrument recorded in Vol. 85 of Misc., page 484, as #498412.
6. Lands conveyed for Highway purposes in instrument recorded in Vol. 85 of Misc., page 513, as #498682.



Building Area and Business Area Descriptions located in a parcel of land in the Northeast 1/4 of the Southeast 1/4 and the East 10 acres of the Northwest 1/4 of the Southeast 1/4, Section 9, Town 6 North, Range 10 East, Town of Dunn, Dane County, Wisconsin

**Building Area Description:**

Commencing at the East 1/2 Section Corner of said Section 9, T6N, R10E, as determined from the existing PLSS tie sheet, thence S 89°33'17" W, along the East-West 1/2 Section line of said Section 9, said line also being the Southernly right-of-way line of Tower Road extended and also part of the northerly boundary line of the parcel of land that this easement description encumbers, 338.13 feet to the point of beginning of this description.

- thence S 00°05'15" W, 488.60 feet;
- thence S 86°45'17" E, 59.33 feet;
- thence N 72°34'43" E, 159.28 feet;
- thence S 89°57'25" E, 68.20 feet;
- thence S 01°25'30" W, 287.09 feet;
- thence S 07°08'00" W, 201.00 feet;
- thence S 01°25'30" W, 20.22 feet;
- thence S 89°59'36" W, 564.41 feet;
- thence N 00°07'30" W, 721.07 feet;
- thence S 89°42'28" E, 275.91 feet;
- thence N 00°57'20" E, 211.12 feet;
- thence N 89°33'17" E, 40.00 feet to the point of beginning.

This Building Area description contains an area of 362,109 Square Feet or 8.31 Acres. Excepting therefrom that portion described below as the 'Business Area' 302,389 Square Feet or 6.94 Acres Net.

**Business Area Description:**

Commencing at the East 1/2 Section Corner of said Section 9, T6N, R10E, as determined from the existing PLSS tie sheet, thence S 89°33'17" W, along the East-West 1/2 Section line of said Section 9, said line also being the Southernly right-of-way line of Tower Road extended and also part of the northerly boundary line of the parcel of land that this easement description encumbers, 338.13 feet:

- thence S 00°05'15" W, 488.60 feet;
- thence S 73°59'38" W, 17.45 feet to the point of beginning of this description.
- thence S 89°48'00" E, 256.27 feet;
- thence S 07°42'22" E, 230.74 feet;
- thence N 89°48'48" W, 260.95 feet;
- thence N 00°27'19" E, 230.76 feet to the point of beginning.

This Business Area description contains an area of 59,672 Square Feet or 1.37 Acres, and lies entirely within the bounds of the above described 'Building Area'.

**Notes:**

1. Building dimensions and associated offset distances were measured along the outside of the siding.
2. This parcel may be subject to, or benefit from, Easements or agreements, written or otherwise, not shown hereon.
3. Highway '51' right-of-way shown per found evidence and R/W Project 5380-00-21

**LEGEND**

- SOLID IRON ROD FOUND (0.75" Dia. unless noted)
- IRON PIPE FOUND (1" Outside Diam. unless Noted)
- 3/4"x18" SOLID IRON ROD SET 1.50x18 LINEAL FOOT
- ( ) INDICATES RECORDED AS DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.

PREPARED FOR:  
VITRUVIAN FARMS  
2727 USH 51  
McFARLAND, WI 53558

PREPARED BY:  
ISTHMUS SURVEYING, LLC  
450 NORTH BALDWIN STREET  
MADISON, WI 53703  
(608) 244-1090  
www.isthmsurveying.com

## Exhibit B

Building Area and Business Area Descriptions located in a parcel of land in the Northeast 1/4 of the Southeast 1/4 and the East 10 acres of the Northwest 1/4 of the Southeast 1/4, Section 9, Town 6 North, Range 10 East, Town of Dunn, Dane County, Wisconsin

### Building Area Description:

Commencing at the East 1/4 Section Corner of said Section 9, T6N, R10E, as determined from the existing PLSS tie sheet, thence S 89°33'17" W, along the East-West 1/4 Section line of said Section 9, said line also being the Southerly right-of-way line of Tower Road extended and also part of the northerly boundary line of the parcel of land that this easement description encumbers, 338.13 feet to the point of beginning of this description.

thence S 00°05'15" W, 488.60 feet;  
thence S 86°45'17" E, 59.33 feet;  
thence N 72°34'43" E, 159.28 feet;  
thence S 89°57'25" E, 68.20 feet;  
thence S 01°25'30" W, 267.09 feet;  
thence S 07°08'08" W, 201.00 feet;  
thence S 01°25'30" W, 20.22 feet;  
thence S 89°59'36" W, 564.41 feet;  
thence N 00°07'30" W, 721.07 feet;  
thence S 89°42'28" E, 275.91 feet;  
thence N 00°57'20" E, 211.12 feet;  
thence N 89°33'17" E, 40.00 feet to the point of beginning.

This Building Area description contains an area of 362,109 Square Feet or 8.31 Acres. Excepting therefrom that portion described below as the 'Business Area' 302,389 Square Feet or 6.94 Acres Net.

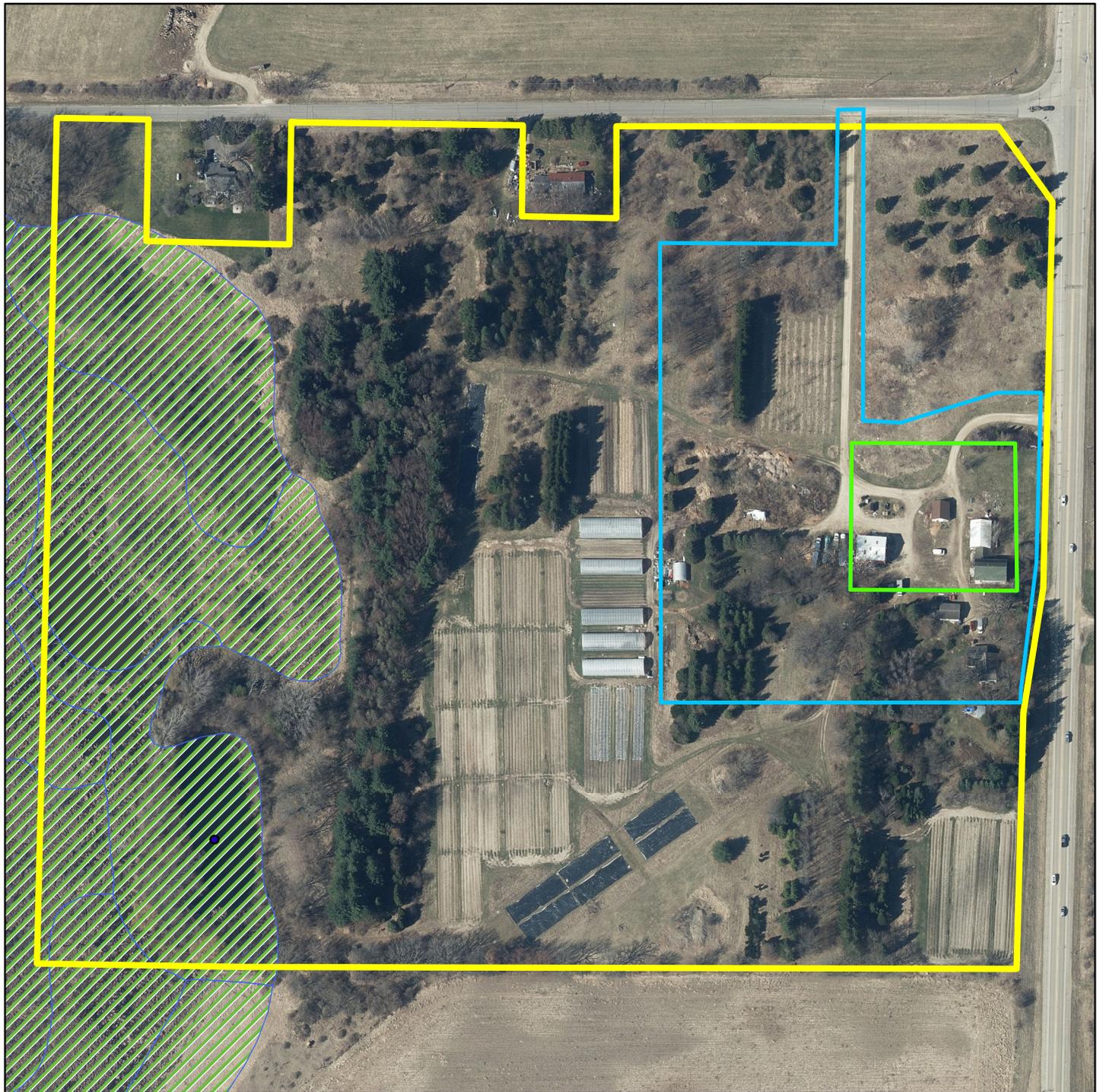
### Business Area Description:

Commencing at the East 1/4 Section Corner of said Section 9, T6N, R10E, as determined from the existing PLSS tie sheet, thence S 89°33'17" W, along the East-West 1/4 Section line of said Section 9, said line also being the Southerly right-of-way line of Tower Road extended and also part of the northerly boundary line of the parcel of land that this easement description encumbers, 338.13 feet; thence S 00°05'15" W, 488.60 feet; thence S 73°59'38" W, 17.45 feet to the point of beginning of this description.

thence S 89°48'00" E, 256.27 feet;  
thence S 00°42'22" E, 230.74 feet;  
thence N 89°48'48" W, 260.95 feet;  
thence N 00°27'19" E, 230.78 feet to the point of beginning.

This Business Area description contains an area of 59,672 Square Feet or 1.37 Acres, and lies entirely within the bounds of the above described 'Building Area'.

# Exhibit C



0 350 700 1,400 Feet

-  Wetlands
-  Business Area
-  Building Area
-  Conservation Easement Boundary



**GROUNDWELL**  
CONSERVANCY