

CONSERVATION EASEMENT

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THIS EASEMENT is entered into between Gary R. and Ruth Ziegler, Grantors, and Dane County, a political subdivision of the State of Wisconsin, Grantee ("Dane County"), and the State of Wisconsin, non-signatory, additional Grantee (together "Grantees").

WHEREAS, Grantors are the owners of fee simple title of certain real estate, and the Grantees desire to obtain a conservation easement on said real estate for the purposes delineated below; and

WHEREAS each Grantee is 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 Farm and Ranch Lands Protection Program (16 USC 3838h and 3838i), a program administered by the United States Department of Agriculture, Natural Resources Conservation Service (also referred to as the "United States"), provides funds for the purchase of conservation easements on land with prime, unique, and other productive soil for the purpose of protecting topsoil from conversion to nonagricultural uses;

NOW, THEREFORE, for and in consideration of the sum of five hundred seventy thousand forty-eight dollars (\$570,048), and the mutual terms and conditions hereinafter contained, Grantors convey with general warranty of title to Grantees, their successors and assigns, a conservation easement in perpetuity on the following described real estate, situated in the County of Dane, State of Wisconsin, to wit:

[SEE ATTACHED EXHIBIT A: SURVEY AND LEGAL DESCRIPTION]

hereinafter referred to as the "Property". The Property includes a total of approximately 178.14 acres, including approximately 166.38 acres in Parcel A and 11.76 acres in Parcel B, as depicted in the Plat of Survey on attached Exhibit A. Parcel B is also referred to herein as the "Farmstead Area".

This ~~is~~ [is not] homestead property.

Grantors acknowledge that two hundred eighty-three thousand dollars (\$283,000) for the acquisition of this conservation easement was provided by the United States, under the authority of the Farm and Ranch Lands Protection Program, and thus entitles the United States to the rights identified herein.

CONVEYANCE: Grantors convey and warrant to Grantees a perpetual Conservation Easement over the Property. The scope of this Conservation Easement is set forth in this document.

CONSERVATION VALUES: The Property possesses, among other things, agricultural, natural, scenic, and open space values of prominent importance to Grantors, Grantees, the United States, and the public. These values are referred to as the "Conservation Values" in this Conservation Easement.

001423

Name and Return Address:
Gaylord Plummer
Land Acquisition
1 Fen Oak Court
Madison, WI 53718

Parcel Identification Number
050/0907-203-9170-0
050/0907-292-8000-0
050/0907-292-9500-3
050/0907-292-8500-5
050/0907-292-9002-6

1. PURPOSE OF THIS CONSERVATION EASEMENT:

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A. Grantors are fee simple title owners of the Property, and are committed to preserving the Conservation Values of the Property. Approximately sixty-seven percent (67%) of the soils on the Property have been classified as Prime Farmland and thirteen percent (13%) have been classified as Statewide Important Farmland by the Natural Resources Conservation Service, U.S. Department of Agriculture. It is the purpose of this Easement to conserve productive agricultural land and to protect prime soils and other productive soils in order to facilitate active and economically viable farm use of the Property, now and in the future, and to assure that the Property will be perpetually preserved in its predominantly natural, agricultural, or open space condition. Specifically, this Conservation Easement will serve to help ameliorate the impacts of the USH 12 project through implementation of the Northwestern Dane County USH 12 Plan that addresses land protection goals and priorities to help area farmers continue to farm, preserve the scenic beauty of the area, and protect important natural resources as more fully identified in the Baseline Documentation Report. Any use of the Property that may impair or interfere with the Conservation Values, unless expressly permitted in this Conservation Easement, is expressly prohibited. Grantors agree to confine use of the Property to generally accepted agricultural activities consistent with the purposes of this easement and preservation of the Conservation Values.

B. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by Grantors and Dane County. This "Baseline Documentation Report", dated the 30th day of June, 2006, on file at the offices of Grantees and United States Department of Agriculture, Natural Resources Conservation Service and incorporated by this reference, consists of maps, a depiction of all existing man-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features and photographs. The parties acknowledge that this Baseline Documentation is an accurate representation of the Property at the time of this transaction.

THE PARTIES AGREE TO THE FOLLOWING TERMS OF THIS CONSERVATION EASEMENT:

2. PROHIBITED ACTIONS. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values is expressly prohibited. By way of example, the following activities and uses are explicitly prohibited:

a. Commercial Activities. Commercial or industrial activity is prohibited, including use by easement or other right of access or passage across or upon the property in conjunction with commercial activity, except that the property may be used for: 1) Forestry purposes approved by Dane County conducted pursuant to a timber management plan approved by Dane County; 2) Agricultural purposes, provided that agricultural management is conducted pursuant to a conservation plan in conformance with Paragraphs 2(d)(2) and 2(d)(3); and, 3) the sale of agricultural and forest products grown on the property so long as the products are produced pursuant to a plan approved by Dane County.

b. Construction. The construction or placement of any buildings, structures, or other improvements of any kind in the eased area, including without limitation roads, parking lots, water impoundments, or utility facilities is prohibited, except as expressly permitted below:

(1) Subject to 2(b)5 below, the maintenance, renovation, expansion, or replacement of the one existing single-family residential dwelling and accessory buildings, and the construction of new residential accessory buildings, in the Farmstead Area (Parcel B) as illustrated and described on Exhibit A, in compliance with all applicable state, County, and Town regulations is permitted. Only one residential dwelling, including the existing dwelling in the Farmstead Area, is permitted anywhere on the Property. No residential dwelling is permitted outside the Farmstead Area.

(2) Buildings, structures, and improvements, except residential structures, may be placed, constructed, maintained, renovated, expanded, or replaced only to support activities consistent with the purposes of this Grant, only if used solely for agricultural purposes, only in accordance with section 2(b)5 below, and only if, to the greatest extent practicable, such buildings, structures, and improvements are located within the Farmstead Area, or if located outside the Farmstead Area are not located on areas of prime soils.

(3) Utility and wastewater systems to the extent reasonably necessary for uses of the Property permitted by this Grant, including: wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communication or related utility services to the improvements permitted herein may be installed, maintained, repaired, removed and replaced. Utilities such as cell phone towers, commercial windmills, or commercial satellite dishes, that are not for the primary purpose of serving buildings and permitted uses on the Property, are prohibited.

(4) Construction and maintenance of fences, irrigation equipment and unpaved or gravel farm roads that are necessary and incidental to uses permitted on the Property by this Grant are permitted only in accordance with a conservation plan approved by Dane County. Construction of driveways, roadways, or parking areas of concrete, asphalt, or other impervious materials is prohibited.

(5) The total impervious surface area of all existing or future buildings, structures, improvements, roads, and parking areas shall not exceed two percent of the total easement area (3.56 acres, 155,074 square feet). Total impervious surface area is presently 42,580 square feet, or approximately 0.55% of the easement area. For purposes of this subparagraph, impervious surfaces shall be defined as permanent, non-seasonal rooftops, and concrete and asphalt surfaces. Impervious surfaces do not include conservation practices listed in the official USDA Field Office Technical Guide or areas within public rights-of-way.

c. Manipulation of Vegetation. Grantors shall not conduct timber harvesting unless conducted in accordance with a timber management program approved by Dane County. Prior to the application of any pesticides within forested portions of the property, Grantors shall have obtained the permission of Dane County either expressly or through a Dane County approved timber management program. Downed and dead standing timber may be removed for firewood. Grantors may cut lawns, cut weeds, engage in agricultural cropping practices, and manage native prairies. Grantors may pasture or graze animals outside forested areas where consistent with the conservation plan specified in 2(d)2 and 2(d)3. below.

d. Land Surface Alteration.

(1) Any topographic changes, extraction of subsurface materials, mining, construction or widening of roads or driveways, construction of any trails wider than six feet, or alteration of the natural landscape or waters of the property by excavation, filling, drainage, tilling, ditching, or any other means is prohibited unless expressly authorized in an approved timber management program or soil and water conservation plan approved by Dane County. The flooding or building of ponds and constructed water facilities is permitted only to support activities expressly permitted herein and may not exceed four (4) acres in size for all such water areas on the Property, including the existing pond adjacent to the Farmstead Area. Mining of oil, gas, or other minerals is prohibited. The excavation, or removal of sand, soil, gravel, rock, or peat is permitted only to support activities expressly permitted herein, and may not exceed one (1) acre in size for all such excavation on the Property. Any surface alteration on the Property must be limited in scope and impact and consistent with the conservation purposes of this easement.

(2) As required by sec. 1238I of the Food Security Act of 1985, as amended, Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the protected Property in a

manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Dane County Land Conservation Committee. The conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date of execution of this Easement. However, Grantors may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to Grantors, in order to monitor compliance with the conservation plan.

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

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

(3) The Property may be used for agricultural and silviculture purposes. In addition to the highly erodible land conservation requirements of section 2(d)2 above, all agricultural and silvicultural operations on the Property shall be conducted pursuant to a conservation plan prepared, according to the requirements of section 2(d)2 above, which adequately addresses soil and water conservation, pest management, nutrient management, habitat protection, and streambank protection. This plan shall be updated periodically, and at any time that the basic type of agriculture operation on the Property changes or upon any change of ownership of the Property.

e. Soil Degradation. 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 paragraphs 2(d)2 and 2(d)3).

f. Dumping. Dumping placement, or accumulation upon, on, in, or under the property of ashes, trash, garbage, sewage, sawdust, trees, brush, manure (except pursuant to a plan approved by Dane County), discarded or salvageable materials including junk cars or any solid waste material defined in Wis. Stats. § 144.01(15) or any unsightly, offensive or hazardous materials is prohibited. Application of bio-solids consistent with generally accepted agricultural practices, and in accordance with sections 2(d)2 and 2(d)3 above, is permitted. The storage and spreading of manure, lime or other fertilizer for agricultural purposes, in accordance with sections 2(d)2 and 2(d)3 above, shall be permitted. The composting of organic materials in an area of the Property not to exceed one (1) acre, and the temporary storage of trash generated by the Property in receptacles for periodic off-site disposal, shall be permitted.

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

h. Water Courses and Wetlands. Natural water courses, lake shores, wetlands, streams, springs, lakes, ponds, marshes, sloughs, swales, swamps, or potholes now existing or hereinafter occurring shall not be drained or otherwise altered including draining, tiling, ditching, filling in with earth or other material, or burning any areas covered by marsh vegetation, except where approved by a soil and water conservation plan approved by Dane County. The natural flow of surface or underground waters shall not be disturbed except minor alterations approved by a soil and water conservation plan approved by Dane County. This provision shall not prevent the Grantor from maintaining, cleaning, replacing, installing, or rebuilding drainage ditches and tile lines needed for agricultural use of the Property conducted in accordance with 2(d)2 and 2(d)3 above.

i. Signs and Billboards. Advertising Signs and Billboards are prohibited except for the following signs:

- boundary markers or directional signs.
- memorial plaques.
- temporary political or religious signs.
- signs advertising products produced by permitted activities on the Property.
- the name and address of the Property.
- the owner's name.
- prohibition of any unauthorized entry or use.
- an advertisement for the sale or rent of the Property.

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

j. Grazing in Forested Lands. Grantors shall not allow horses, cattle, or other livestock access to forested lands, erodible slopes, streams, rivers or wetlands for any purpose except that occasional, noncommercial, recreational horseback rides within forested areas are permitted.

k. Division. The parties recognize that the fractionalization of ownership interests in the Property reduces the agricultural viability of the Property and increases the burden on 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, including both Parcel A and Parcel B as illustrated on Exhibit A, 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 Grantors' 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. Further, ownership of any present or future buildings, structures, or improvements on the Property shall not be separated from the ownership of the Property by any means, direct or indirect, except as permitted below. For purposes of this paragraph, the term "subdivision" means the division of the Property, by physical means, conveyance, devise, or other legal process as now or hereafter defined under Wisconsin law, into two or more parcels.

Boundary line adjustments, not exceeding 2 acres for the entire Easement parcel, are permitted only to correct technical errors made in the survey or legal description.

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

3. RIGHTS OF GRANTEES. Grantors confer the following rights upon Grantees to perpetually maintain the Conservation Values of the Property:

Right to Enter. Grantees have the right to enter the Property at reasonable times to monitor or to enforce compliance with this Conservation Easement. Grantees may not, however, unreasonably interfere with Grantors' use and quiet enjoyment of the Property. Grantees have no right to permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.

Right to Preserve. Grantees have the right to prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Conservation Easement.

Right to Require Restoration. Grantees have the right to require restoration of the areas or features of the Property that are damaged by activity inconsistent with this Conservation Easement.

4. RESERVED RIGHTS. Grantors retain all ownership rights that are not expressly restricted by this Conservation Easement and are not inconsistent with this Grant. In particular, the following rights are reserved:

Right to Convey. Grantors retain the right to sell, mortgage, bequeath or donate the Property. Any conveyance will remain subject to the terms and conditions of this Conservation Easement and the subsequent interest holder will be bound by terms and conditions of this Conservation Easement.

Hunting. Nothing contained herein shall be construed as limiting the right of the Grantors to use the property for hunting and fishing in accordance with applicable laws and regulations.

Other Uses. Grantors may use the property insofar as such use is consistent with the rights, privileges, restrictions and covenants contained herein.

Right to Engage in Ecological Restoration. Grantors have the right to engage in activities that restore the biological and ecological integrity of the Property as part of a restoration plan approved by Dane County. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

5. GRANTEES REMEDIES. This section addresses cumulative remedies of Dane County, the United States, and the State of Wisconsin Department of Transportation, and limitations on these remedies. Any and all remedies available to Dane County are also available to the United States and the State of Wisconsin Department of Transportation. Dane County, the United States, and the State of Wisconsin Department of Transportation may enforce this easement jointly or severally on their own behalf and in their own name.

Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantees' right to enforce the terms of this Conservation Easement.

Notice and Demand. If a Grantee determines that Grantors are in violation of this Conservation

Easement, or that a violation is threatened, a Grantee shall provide written notice to Grantors unless the violation constitutes immediate and irreparable harm. The written notice will identify the violation and request corrective action to cure the violation or to restore the Property.

Failure to Act. If Grantors continue violating this Conservation Easement, or if Grantors do not abate the violation and implement corrective measures requested by a Grantee 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, a Grantee may bring an action in law or in equity to enforce the terms of the Conservation Easement. A Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that Grantors have failed to comply with this Conservation Easement, then Grantors also agree to reimburse all reasonable costs and attorney fees incurred by a Grantee compelling such compliance.

Grantors' Absence. If a Grantee determines that this Conservation Easement is, or is expected to be, violated, Grantee will make good-faith efforts to notify Grantors. If, through reasonable efforts, Grantors cannot be notified, and if Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then Grantee may pursue its lawful remedies without prior notice and without awaiting Grantors' opportunity to cure. Grantors agree to reimburse all costs associated with this effort.

Actual or Threatened Noncompliance. Grantors acknowledge that actual or threatened events of noncompliance under this Conservation Easement constitute immediate and irreparable harm. A Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Conservation Easement.

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

6. OWNERSHIP COSTS AND LIABILITIES. In accepting this Conservation Easement, Grantees and the United States shall have no liability or other obligation for costs, liabilities, taxes or insurance of any kind related to the Property. Grantees and the United States and their trustees, officers, employees, agents and members have no liability arising from injury or death to any person or from physical damage to any property on the Property or otherwise. Grantors agree to defend Grantees and the United States against such claims and to indemnify Grantees and the United States against all costs and liabilities relating to such claims during the tenure of Grantors' ownership of the Property. Grantors are responsible for posting the Property's boundaries and for discouraging any form of trespass that may occur.

7. HOLD HARMLESS. Grantors shall hold harmless, indemnify, and defend Grantees and the United States of America 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 Grantors' or any other person's actions on or near the Property, including but not limited to, the release, use, or deposit of any hazardous substance

on the Property. This subparagraph shall not be construed to relieve 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.

8. ASSIGNMENT. Interest in this Grant may not be assigned by Dane County or successor Grantee except as allowed in this paragraph. With the written approval of the United States, Dane County or successor Grantee may transfer its interest in this Grant, but only to a public agency or a non-profit organization which, at the time of transfer, is a qualified organization under section 170(h) or successor provision of the United States Internal Revenue Code, and is qualified to be a holder of conservation easements under section 700.40(1)(b) of the Wisconsin Statutes as it may be amended from time to time. Such a transfer shall be documented by a written instrument recorded in the Dane County register of Deeds, evidencing the assignment of interests of Dane County or successor Grantee and the acceptance by the assignee.

9. SUBORDINATION. Any lien or mortgage arising after the date of signature of this conservation easement shall be subordinated to the terms of this easement.

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

11. TERMINATION. This Conservation Easement may be extinguished only by an unexpected change in condition that causes it to be impossible to fulfill the Conservation Easement's purposes, or by exercise of eminent domain. If subsequent circumstances render the purposes of this Conservation Easement impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings, and only upon a request as mutually agreed to by Grantors, Grantees, and the United States. Grantees and the United States of America will then be entitled to compensation in accordance with applicable laws and with Section 12 below. The annexation of the Property to any municipality shall not render the purpose of this Grant impossible to accomplish. If the Property is taken, in whole or in part, by power of eminent domain, then Grantees will be entitled to compensation in accordance with applicable laws and with Section 12 below. Given the federal interest in this Grant the United States must consent to any condemnation action.

12. PROCEEDS. If this Grant is involuntarily terminated or extinguished, pursuant to section 11 above, then Grantors, or in the event of a prior conveyance of the Property, Grantors' successor or assign, shall reimburse Dane County, or successor Grantee if this Grant is assigned pursuant to section 8 above, and the United States of America a sum of money equal to the fair market value of this Grant, determined at the time the Grant is terminated or extinguished (the "Proportionate Share").

The Proportionate Share will be determined by subtracting the fair market value of the Property with this Grant from the fair market value of the Property without this Grant. The fair market value of the Property both with and without this Grant shall be determined by a complete summary appraisal, which meets Uniform Standards of Professional Appraisal Practice (USPAP) and Uniform Appraisal Standards for Federal Land Acquisitions (USFLA) standards or successor standards, is approved by Dane County or successor Grantee and the United States, and is completed by a Wisconsin certified general appraiser qualified to perform appraisals under both sets of standards.

The Proportionate Share paid to Dane County and the United States shall be allocated between them as follows: (a) to Dane County or its designee fifty percent (50%) of the Proportionate Share; and (b) to the United States of America fifty percent (50%) of the Proportionate Share, representing the proportion each party contributed to the purchase price of the easement.

Until such time as Dane County and the United States receive the Proportionate Share from Grantors or Grantors' successor or assign, Dane County and the United States shall have a lien against the Property for the amount of the Proportionate Share due each of them. Dane County or its designee shall use its allocation of the Proportionate Share in a manner consistent with the conservation purposes of this Grant. If proceeds from termination or extinguishment are paid directly to Dane County, Dane County shall reimburse the United States for the amount of the Proportionate Share due to the United States.

13. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of the Grantees to effect the purpose of this Grant, maintaining and promoting agricultural use and the Conservation Values of the Property, and the policies and purposes of the United States Farm and Ranch Lands Protection Program and 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.

14. **NOTICES.** For purposes of this document and agreement, notices may be provided to either party, by personal delivery or by mailing a written notice. Notice to Grantors shall be sufficient if sent to the name and address shown on the current real estate tax records. Notice to Dane County shall be addressed to the Dane County Clerk. Service will be complete upon depositing the properly addressed notice with the U.S. Postal Service with sufficient postage.

15. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.

16. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Grantors' and the Grantees' successors in interest. All subsequent owners of the property are bound to all provisions of this Conservation Easement to the same extent as the current property owner.

17. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Grant would be appropriate, Grantors and Dane County or successor Grantee and the authorized representative of the United States 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. Written approval of the United States is required prior to recording any amendment to the deed.

18. **MERGER.** The Grantors, Grantees, and the United States agree that the terms of this easement shall survive any merger of the fee and easement interest in the Property. In the event that either Grantee chooses to purchase the property in fee simple, Grantee, with prior written approval by the United States, shall transfer the easement to a public agency or non-profit organization, which at the time of transfer, is a qualified organization under Section 170(h) or successor provision of the Internal Revenue Code.

19. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.

20. **TITLE WARRANTY.** Grantors warrant that Grantors have good title to the property, that the Grantors have the right to convey this conservation easement, and that the Property is free and clear of any encumbrances.

21. **ENVIRONMENTAL WARRANTY.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes,

guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

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

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

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

Grantors warrant that they have no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property. Moreover Grantors hereby promise to defend and indemnify the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantors or any other prior owner of the Property. Grantor’s indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantors with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

22. CONTINGENT RIGHT IN THE UNITED STATES OF AMERICA. In the event that the Grantees fail to enforce any of the terms of this easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of the easement through any and all authorities available under Federal or State law.

In the event that the Grantees attempt to terminate, transfer, or otherwise divest themselves of any rights, title, or interests of this easement, or extinguish the conservation easement, without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title and interest in this easement shall become vested in the United States of America.

23. LEGAL CONSTRUCTION. This Conservation Easement will be construed in accordance with Wisconsin Law and with the laws of the United States.

24. ENTIRE AGREEMENT. This Conservation Easement, together with the Baseline Documentation Report, sets forth the entire agreement of the Grantors and Dane County and supersedes all prior discussions and understandings.

25. STATE OF WISCONSIN AS ADDITIONAL GRANTEE. The State of Wisconsin is an additional Grantee under this Agreement, and has all the rights and privileges of a Grantee. Dane County is expressly authorized to accept this Agreement on behalf of the State of Wisconsin, and the signature of Dane County's agent below evidences the acceptance of this Conservation Easement and agreement by the State of Wisconsin. The signature of Dane County's agent below also evidences acceptance by Dane County of primary management control for the easement, including monitoring and enforcement.

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.

Dated this 28th day of September, 2006 .□

GRANTOR:

GRANTOR:

Gary R. Ziegler (SEAL)

Ruth A. Ziegler (SEAL)

_____(SEAL)

_____(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

State of Wisconsin)
Dane County) ss.

Authenticated this _____ day of _____, 200_____

Personally came before me this 28th day of September 2006, the above named Gary R. Ziegler + Ruth A. Ziegler to me known to be the person who executed the foregoing instrument and acknowledged the same.

TITLE: MEMBER STATE BAR OF WISCONSIN.

Janet M. Cray
Janet M. CRAY

Notary Public, Dane County, Wisconsin. My Commission:

Expires - 10-21-07

□

ACCEPTANCE OF EASEMENT
BY COUNTY OF DANE

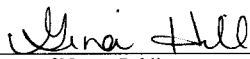
The County of Dane, by Resolution 2, 2006-2007 of its County Board of Supervisors adopted at a duly convened meeting on June 1, 2006, hereby accepts this Grant of Conservation Easement and Development Rights.

COUNTY OF DANE

By: 
Kathleen M. Falk, County Executive

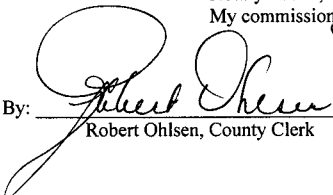
STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 15TH day of September, 2006, the above named Kathleen M. Falk to me known to be the person who executed the foregoing instrument and acknowledge the same.


Signature of Notary Public

Gina Hill
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is) 7/26/09

By: 
Robert Ohlsen, County Clerk

STATE OF WISCONSIN)
)ss.
DANE COUNTY)

Personally came before me this 18TH day of Sept., 2006, the above named Robert Ohlsen to me known to be the person who executed the foregoing instrument and acknowledge the same.


Signature of Notary Public

Judith K Nowak
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My commission (expires) (is) 3/29/09

LEGAL DESCRIPTION – PARCEL “A”

LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 20 AND IN THE NW1/4 OF THE NW1/4, THE NE1/4 OF THE NW1/4, THE SE1/4 OF THE NW1/4, AND THE SW1/4 OF THE NW1/4 OF SECTION 29, ALL IN T9N, R7E, TOWN OF ROXBURY, DANE COUNTY, WISCONSIN INCLUDING LOT 2 OF DANE COUNTY CERTIFIED SURVEY MAP NUMBER 1919 RECORDED IN VOLUME 8 OF CERTIFIED SURVEYS ON PAGES 35 AND 36 AS DOCUMENT NUMBER 1457306 AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1" SOLID ROUND IRON ROD AT THE NORTH ¼ CORNER OF SAID SECTION 29; THENCE S00°25'00"W ALONG THE EAST LINE OF THE NW1/4 OF SAID SECTION 29, 2,641.24 FEET TO A ¾" SOLID ROUND IRON ROD AT THE SOUTHEAST CORNER OF SAID NW1/4; THENCE N89°43'24"W ALONG THE SOUTH LINE OF SAID NW1/4, 2,598.93 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N05°01'45"E, 303.11 FEET TO A ¾" SOLID ROUND IRON ROD ON THE SOUTH LINE OF LOT 1 OF DANE COUNTY CERTIFIED SURVEY MAP NUMBER 8656 (RECORDED AS S 04°50'03" W); THENCE S84°35'46"E ALONG THE SOUTH LINE OF SAID LOT 1, 282.04 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS N84°37'10"W, 282.26 FEET); THENCE N00°12'20"E ALONG THE EAST LINE OF SAID LOT 1, 222.31 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS S00°01'17"W, 221.89 FEET); THENCE N82°07'10"W, 79.79 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS S82°02'11"E); THENCE N06°00'07"E, 196.36 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS S06°05'06"W, 196.75 FEET); THENCE N84°27'12"W, 71.88 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS S84°28'43"E); THENCE N06°25'00"E, 393.00 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS N05°30'E); THENCE N15°01'04"E, 78.39 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N24°32'41"W, 219.54 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N88°53'55"W, 157.64 FEET TO A ¾" SOLID ROUND IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF DUNLOP HOLLOW ROAD IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 9°36'24" AND A RADIUS OF 1,393.44 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, 233.63 FEET TO THE POINT OF TANGENCY THEREOF, SAID CURVE HAVING A LONG CHORD BEARING N04°48'21"E, 233.36 FEET; THENCE N00°00'09"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1,033.87 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N00°08'33"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 917.64 FEET TO A ¾" SOLID ROUND IRON ROD ON THE NORTH LINE OF LOT 2 OF DANE COUNTY CERTIFIED SURVEY MAP NUMBER 1919; THENCE N89°37'33"E ALONG SAID NORTH LINE, 651.72 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS N89°46'06"E); THENCE S74°32'19"E ALONG SAID NORTH LINE, 533.86 FEET TO A ¾" SOLID ROUND IRON ROD (RECORDED AS S74°21'11"E, 533.95 FEET); THENCE S66°25'34"E ALONG SAID NORTH LINE, 131.75 FEET TO A ¾" SOLID ROUND IRON ROD ON THE EAST LINE OF THE SW1/4 OF THE SW1/4 OF SAID SECTION 20 (RECORDED AS S66°24'59"E, 131.74 FEET); THENCE S00°04'38"E ALONG SAID EAST LINE, 736.03 FEET TO A ¾" SOLID ROUND IRON ROD AT THE NORTHWEST CORNER OF THE NE1/4 OF THE NW1/4 (RECORDED AS S00°04'16"W, 735.92 FEET); THENCE S89°37'54"E ALONG THE NORTH LINE OF SAID NE1/4 OF THE NW1/4, 1,319.30 FEET TO A 1" SOLID ROUND IRON ROD AT THE NORTHEAST CORNER OF SAID NE1/4 OF THE NW1/4; THENCE S52°29'34"W, 658.80 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S02°11'30"W, 207.00 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N87°48'29"W, 418.65 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S04°32'47"W, 523.56 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S77°30'05"W, 198.64 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N36°31'07"W, 641.70 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N00°09'05"E, 424.00 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S87°48'30"E, 392.64 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S02°11'30"W, 143.97 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S87°48'29"E, 656.08 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N52°29'34"E, 658.80 FEET TO THE POINT OF BEGINNING.

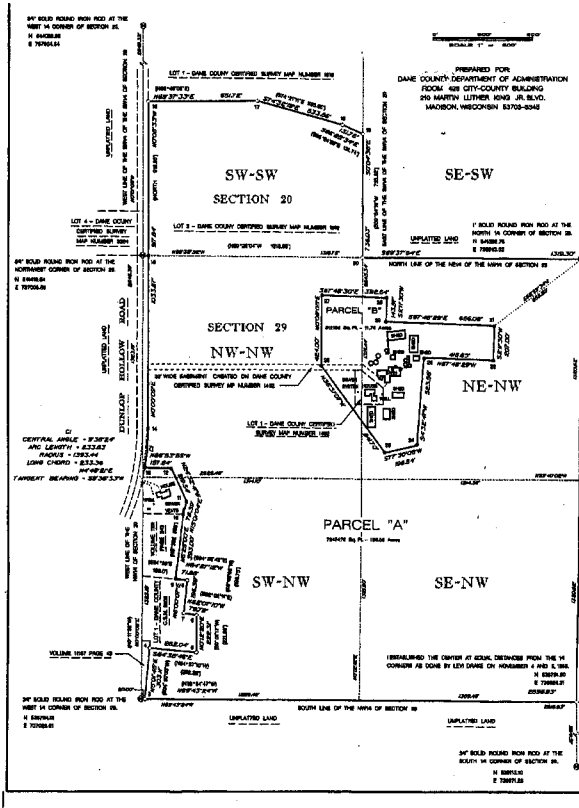
LEGAL DESCRIPTION – PARCEL “B” (Farmstead Area)

LOCATED IN THE NW1/4 OF THE NW1/4 AND THE NE1/4 OF THE NW1/4 OF SECTION 29, T9N, R7E, TOWN OF ROXBURY, DANE COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A ¾" SOLID ROUND IRON ROD AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE N89°35'32"W ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 29, 1,318.75 FEET; THENCE S89°37'54"E ALONG THE NORTH LINE OF SAID NE1/4 OF THE NW1/4, 1,319.30 FEET TO A 1" SOLID ROUND IRON ROD AT THE NORTH ¼ CORNER OF SAID SECTION 29; THENCE S52°29'34"W, 658.80 FEET TO A ¾" SOLID ROUND IRON ROD AT THE POINT OF BEGINNING; THENCE S02°11'30"W, 207.00 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N87°48'29"W, 418.65 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S04°32'47"W, 523.56 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S77°30'05"W, 198.64 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N36°31'07"W, 641.70 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE N00°09'05"E, 424.00 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S87°48'30"E, 392.64 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S02°11'30"W, 143.97 FEET TO A ¾" SOLID ROUND IRON ROD; THENCE S87°48'29"E, 656.08 FEET TO THE POINT OF BEGINNING.

001438

PLAT OF SURVEY -



DATED THIS 25th DAY OF SEPTEMBER, 2003
 RICHARD W. MAHES REGISTERED LAND SURV.
 Richard W. Mahes



DANE COUNTY COORDINATES

POINT	NORTH	EAST
1	541393.74	739463.22
2	538751.39	739824.31
3	538744.14	737028.41
4	538804.09	737028.44
5	538809.93	737282.77
6	538881.83	737282.56
7	538872.17	737848.05
8	538444.06	737278.04
9	538872.01	737848.05
10	538886.84	737247.47
11	538941.28	737028.75
12	540140.86	737174.95
13	540140.86	737028.61
14	540374.83	737028.49
15	541410.40	737028.61
16	540328.03	737028.25
17	540328.03	737848.05
18	542189.97	738028.80
19	542173.28	738028.08
20	541401.23	738248.25
21	540000.81	738028.05
22	540784.80	738112.99
23	540784.80	738448.68
24	540278.90	738882.14
25	540206.91	738448.21
26	540193.82	738077.35
27	541170.82	738028.47
28	541180.80	738410.82
29	540180.74	738448.31

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

Authorized by:
Gaylord R. Zimmerman