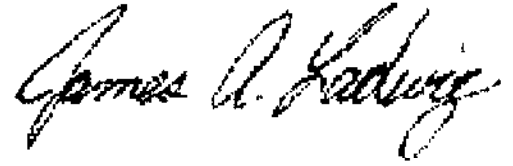


Document Number

Conservation Easement and Covenants

DOC # 2078215
Recorded
MAR. 29, 2006 AT 04:39PM



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$25.00



Recording Area

Karl Hansen - LF/4
Department of Natural Resources
Box 7921
Madison, WI 53707

25-

Parcel No 51-151-03-22-02-017-000
AND 51-151-03-22-02-042-000

GRANT OF CONSERVATION EASEMENT AND COVENANTS

This GRANT OF CONSERVATION EASEMENT and these COVENANTS are made by
| Summerhill Development Corp. (hereinafter
referred to
| as the "Grantors") to Wisconsin Department of Natural Resources, (hereinafter
referred to as "Grantee").

WITNESS THAT:

WHEREAS, the Grantors are the owners in fee of certain real property located in the County of Racine, in the State of Wisconsin, described more particularly in Exhibit "A", and referred to herein as the "Conservancy Area";

WHEREAS, the Grantors desire and intend that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of this Easement and these Covenants;

WHEREAS, the Grantors and Grantee both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantors to the Grantee, by the creation of a conservation easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area; and

WHEREAS, the Grantors have received valuable consideration for the granting of this Easement and the making of these Covenants.

NOW THEREFORE, the Grantors, for valuable consideration received, do hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

- a. The right of the Grantee to enforce by proceedings at law or in equity the Covenants hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Easement or these Covenants, to require the restoration of this property to its natural condition or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of this Easement and these Covenants by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).
- b. The right of the Grantee, its contractors, agents and invitees, to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the Covenants and purposes of this grant, and further to observe, study, record and make scientific studies and educational observations.
- c. The right to install, operate and maintain water control structures for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. This includes the right to transport construction materials to and from the site of any existing or proposed water control structure.
- d. The right to establish or re-establish vegetation through seedings or plantings.

- e. The right to manipulate vegetation, topography and hydrology on the Conservancy Area through diking, pumping, water management, excavating, burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing wetlands and wetland vegetation.

AND IN FURTHERANCE of the foregoing affirmative rights, the Grantor's make the following covenants on behalf of themselves and their heirs, successors and assigns, which covenants shall run with and bind the Conservancy Area in perpetuity:

COVENANTS

- a. USES. There shall be no commercial or industrial activity undertaken or allowed.
- b. BUILDINGS AND STRUCTURES. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in the Conservancy Area.
- c. LAND DISTURBANCE. There shall be no dredging, filling, excavating, mining, logging, drilling, or removal of any topsoil, sand, gravel, rock, minerals, or other materials within the Conservancy Area except in conjunction with authorized management activities.
- d. DUMPING/DISPOSAL. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.
- e. WATER. The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Conservancy Area.
- f. AGRICULTURAL USES. All agricultural uses are prohibited (e.g., plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area. The Grantor may not stock animals or allow the grazing of animals on the Conservancy Area without prior written permission of the Grantee.
- g. NOXIOUS WEEDS. The Grantors are responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.
- h. MOTORIZED VEHICLE USE. There shall be no operation of any motorized vehicle or equipment within the Conservancy Area except in conjunction with the authorized management activities.

RESERVED RIGHTS

This easement does not authorize entry upon or use of the Conservancy Area by the general public.

The Grantors and their invitees may hunt and fish in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.

Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Easement and these Covenants.

GENERAL PROVISIONS

This Conservation Easement and these Covenants shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Easement

Accepted this 24th day of MARCH, 2006.

Grantee:
By Richard E. Steffes

State of Wisconsin)
)
) ss.
DAVE County)

Personally appeared before me this 24th day of MARCH, 2006, the above named
RICHARD E. STEFFES

_____ to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same

[Signature]

Cheryl B. Housley
Notary Public, State of Wisconsin DNR

My commission (expires) (is) MARCH 16, 2008

This easement was drafted by:

James J. Duerrwaechter
5008 Green Bay Rd.
Kenosha, WI 53144

Return to:

James J. Duerrwaechter
5008 Green Bay Rd.
Kenosha, WI 53144

EXHIBIT "A"

SITUATED ON EMMERTSEN ROAD IN THE TOWN OF MOUNT PLEASANT,
RACINE COUNTY, WISCONSIN

National Survey & Engineering

A Division of R.A. Smith & Associates, Inc.



LEGAL DESCRIPTION OF WETLAND 1

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 14 OF SECTION 2, ALL IN TOWN 3 NORTH, RANGE 22 EAST, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 SECTION; THENCE SOUTH 02°05'57" EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 1246.98 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 87°54'00" EAST ALONG THE SOUTH LINE OF LINDCREST DRIVE, A PUBLIC STREET, 35.00 FEET TO A POINT; THENCE SOUTH 02°05'57" EAST 158.00 FEET TO A POINT; THENCE NORTH 64°08'39" EAST 103.80 FEET TO A POINT; THENCE SOUTH 83°55'23" EAST 206.20 FEET TO A POINT; THENCE NORTH 34°50'00" EAST 64.98 FEET TO A POINT ON THE SOUTH LINE OF LINDCREST DRIVE; THENCE SOUTHEASTERLY 108.99 FEET ALONG SAID SOUTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 283.00 FEET AND WHOSE CHORD BEARS SOUTH 66°12'00" EAST 108.32 FEET TO A POINT; THENCE SOUTH 02°45'00" EAST 137.73 FEET TO A POINT; THENCE SOUTH 02°45'15" EAST 271.23 FEET TO A POINT; THENCE SOUTH 02°38'00" EAST 192.01 FEET TO A POINT; THENCE SOUTH 02°30'21" EAST 92.94 FEET TO A POINT; THENCE SOUTH 01°16'08" EAST 205.12 FEET TO A POINT; THENCE SOUTH 80°39'02" WEST 164.92 FEET TO A POINT; THENCE SOUTH 08°22'54" EAST 153.22 FEET TO A POINT; THENCE SOUTH 53°06'41" EAST 83.15 FEET TO A POINT; THENCE NORTH 88°28'00" EAST 148.27 FEET TO A POINT; THENCE SOUTH 85°45'40" EAST 188.50 FEET TO A POINT; THENCE SOUTH 62°37'34" EAST 163.71 FEET TO A POINT; THENCE SOUTH 80°50'32" EAST 99.84 FEET TO A POINT; THENCE SOUTH 13°13'17" EAST 97.72 FEET TO A POINT; THENCE SOUTH 02°20'00" EAST 100.00 FEET TO A POINT; THENCE NORTH 89°36'59" EAST 18.78 FEET TO A POINT; THENCE SOUTH 27°28'50" EAST 55.15 FEET TO A POINT; THENCE SOUTH 14°21'11" WEST 35.99 FEET TO A POINT; THENCE SOUTH 69°33'59" WEST 231.08 FEET TO A POINT; THENCE SOUTH 45°42'41" WEST 116.70 FEET TO A POINT; THENCE NORTH 83°57'59" WEST 92.56 FEET TO A POINT; THENCE SOUTH 48°20'05" WEST 98.79 FEET TO A POINT; THENCE NORTH 57°06'06" WEST 32.84 FEET TO A POINT; THENCE NORTH 00°34'22" WEST 90.99 FEET TO A POINT; THENCE NORTH 21°26'23" EAST 60.15 FEET TO A POINT; THENCE NORTH 40°55'57" EAST 222.86 FEET TO A POINT; THENCE NORTH 82°08'55" EAST 60.72 FEET TO A POINT; THENCE NORTH 26°46'12" WEST 53.42 FEET TO A POINT; THENCE NORTH 64°58'06" WEST 69.59 FEET TO A POINT; THENCE SOUTH 71°01'01" WEST 122.39 FEET TO A POINT; THENCE NORTH 75°28'31" WEST 140.55 FEET TO A POINT; THENCE SOUTH 70°17'17" WEST 76.23 FEET TO A POINT; THENCE SOUTH 81°57'01" WEST 85.88 FEET TO A POINT; THENCE SOUTH 86°40'59" WEST 86.01 FEET TO A POINT; THENCE NORTH 80°42'01" WEST 48.76 FEET TO A POINT; THENCE DUE WEST 130.69 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2; THENCE NORTH 02°05'11" WEST ALONG SAID WEST LINE 15.88 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 2; THENCE NORTH 02°05'57" WEST ALONG SAID WEST LINE 1453.91 FEET TO THE POINT OF BEGINNING.
CONTAINING 802,805 SQUARE FEET OR 18.4299 ACRES OF LAND.

PREPARED BY: ERIC R. STURM, RLS
DATE: AUGUST 27, 2004
SURVEY NO.: 160999

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Engineering
Surveying
Technical Services

SITUATED ON EMMERTSEN ROAD IN THE TOWN OF MOUNT PLEASANT,
RACINE COUNTY, WISCONSIN

LEGAL DESCRIPTION OF WETLAND 2

PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, IN TOWN 3 NORTH, RANGE 22 EAST, IN THE TOWN OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID 1/4 SECTION; THENCE SOUTH 89°36'59" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 645.02 FEET TO THE POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE SOUTH 40°53'51" WEST 42.24 FEET TO A POINT; THENCE SOUTH 72°08'22" WEST 20.75 FEET TO A POINT; THENCE SOUTH 77°09'23" WEST 108.12 FEET TO A POINT; THENCE SOUTH 71°34'10" WEST 20.29 FEET TO A POINT; THENCE SOUTH 64°58'36" WEST 67.40 FEET TO A POINT; THENCE SOUTH 65°59'00" WEST 69.46 FEET TO A POINT; THENCE SOUTH 71°50'42" WEST 62.52 FEET TO A POINT; THENCE SOUTH 81°18'15" WEST 64.43 FEET TO A POINT; THENCE SOUTH 78°09'17" WEST 34.72 FEET TO A POINT; THENCE SOUTH 70°22'27" WEST 39.61 FEET TO A POINT; THENCE SOUTH 53°35'54" WEST 23.62 FEET TO A POINT; THENCE SOUTH 20°19'41" WEST 61.56 FEET TO A POINT; THENCE SOUTH 07°20'42" EAST 46.47 FEET TO A POINT; THENCE SOUTH 70°25'54" EAST 22.70 FEET TO A POINT; THENCE NORTH 80°02'19" EAST 17.85 FEET TO A POINT; THENCE NORTH 74°56'07" EAST 38.39 FEET TO A POINT; THENCE SOUTH 89°26'57" EAST 24.71 FEET TO A POINT; THENCE SOUTH 80°41'20" EAST 60.20 FEET TO A POINT; THENCE NORTH 77°51'20" EAST 54.20 FEET TO A POINT; THENCE NORTH 69°12'21" EAST 32.79 FEET TO A POINT; THENCE NORTH 66°43'23" EAST 42.68 FEET TO A POINT; THENCE SOUTH 88°57'31" EAST 41.09 FEET TO A POINT; THENCE SOUTH 73°25'00" EAST 33.27 FEET TO A POINT; THENCE SOUTH 53°56'34" EAST 38.60 FEET TO A POINT; THENCE SOUTH 73°18'18" EAST 53.12 FEET TO A POINT; THENCE NORTH 85°20'04" EAST 52.82 FEET TO A POINT; THENCE SOUTH 35°48'52" EAST 31.59 FEET TO A POINT; THENCE SOUTH 73°23'00" WEST 11.92 FEET TO A POINT; THENCE SOUTH 65°49'35" WEST 27.07 FEET TO A POINT; THENCE SOUTH 43°57'57" WEST 39.20 FEET TO A POINT; THENCE SOUTH 32°54'43" WEST 40.81 FEET TO A POINT; THENCE SOUTH 72°07'32" WEST 49.25 FEET TO A POINT; THENCE SOUTH 87°29'21" WEST 57.51 FEET TO A POINT; THENCE SOUTH 84°02'13" WEST 33.95 FEET TO A POINT; THENCE SOUTH 78°30'23" WEST 30.34 FEET TO A POINT; THENCE SOUTH 45°00'27" WEST 36.35 FEET TO A POINT; THENCE SOUTH 58°06'57" WEST 53.42 FEET TO A POINT; THENCE SOUTH 29°31'57" WEST 54.45 FEET TO A POINT; THENCE SOUTH 07°44'48" WEST 53.00 FEET TO A POINT; THENCE SOUTH 03°38'54" WEST 105.67 FEET TO A POINT; THENCE SOUTH 07°36'55" EAST 85.62 FEET TO A POINT; THENCE SOUTH 12°58'59" WEST 121.59 FEET TO A POINT; THENCE SOUTH 71°34'10" WEST 7.97 FEET TO A POINT; THENCE NORTH 75°38'54" WEST 91.53 FEET TO A POINT; THENCE SOUTH 83°58'12" WEST 111.99 FEET TO A POINT; THENCE SOUTH 55°21'21" WEST 52.46 FEET TO A POINT; THENCE SOUTH 61°14'05" WEST 83.05 FEET TO A POINT; THENCE SOUTH 75°34'58" WEST 58.73 FEET TO A POINT; THENCE SOUTH 68°47'45" WEST 93.43 FEET TO A POINT; THENCE SOUTH 48°13'07" WEST 69.74 FEET TO A POINT; THENCE SOUTH 66°33'17" WEST 77.59 FEET TO A POINT; THENCE NORTH 73°59'34" WEST 38.89 FEET TO A POINT; THENCE NORTH 28°05'31" WEST 82.14 FEET TO A POINT; THENCE NORTH 30°21'15" WEST 88.12 FEET TO A POINT; THENCE NORTH 14°02'23" WEST 44.21 FEET TO A POINT; THENCE NORTH 23°38'06" EAST 68.10 FEET TO A POINT; THENCE NORTH 39°06'04" EAST 100.49 FEET TO A POINT; THENCE NORTH 44°39'11" EAST 86.32 FEET TO A POINT; THENCE NORTH 77°30'59" EAST 76.64 FEET TO A POINT; THENCE NORTH 83°50'39" EAST 62.76 FEET TO A POINT; THENCE NORTH 53°30'00" EAST 40.91 FEET TO A POINT; THENCE NORTH 21°46'26" EAST 84.46 FEET TO A POINT; THENCE NORTH 16°16'37" EAST 93.30 FEET TO A POINT; THENCE NORTH 36°42'28" EAST 56.73 FEET TO A POINT; THENCE NORTH 62°45'38" EAST 85.57 FEET TO A POINT; THENCE NORTH 48°26'28" EAST 35.70 FEET TO A POINT; THENCE NORTH 32°32'31" EAST

**National
Survey &
Engineering**

A Division of R.A. Smith & Associates, Inc.



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34.67 FEET TO A POINT; THENCE NORTH 17°00'44" EAST 44.79 FEET TO A POINT;
THENCE NORTH 19°59'16" EAST 47.18 FEET TO A POINT; THENCE NORTH 32°51'45" EAST
28.79 FEET TO A POINT; THENCE NORTH 04°36'43" EAST 31.34 FEET TO A POINT;
THENCE NORTH 22°33'45" EAST 35.47 FEET TO A POINT; THENCE NORTH 55°46'10" EAST
35.55 FEET TO A POINT; THENCE NORTH 41°24'21" EAST 9.32 FEET TO A POINT; THENCE
NORTH 71°59'23" EAST 42.12 FEET TO A POINT; THENCE NORTH 71°42'07" EAST 44.59
FEET TO A POINT; THENCE NORTH 60°46'42" EAST 31.34 FEET TO A POINT; THENCE
NORTH 22°04'23" EAST 26.00 FEET TO A POINT; THENCE NORTH 46°36'49" EAST 24.65
FEET TO A POINT; THENCE NORTH 44°22'40" EAST 20.95 FEET TO A POINT; THENCE
NORTH 70°15'29" EAST 13.49 FEET TO A POINT; THENCE NORTH 88°39'15" EAST 220.06
FEET TO A POINT; THENCE NORTH 29°03'39" EAST 14.85 FEET TO A POINT ON THE
NORTH LINE OF SAID 1/4 SECTION; THENCE NORTH 89°36'59" EAST ALONG SAID NORTH
LINE 96.54 FEET TO THE POINT OF BEGINNING
CONTAINING 415,502 SQUARE FEET OR 9.5386 ACRES.

PREPARED BY: ERIC R. STURM, RLS
DATE: AUGUST 27, 2004
SURVEY NO.: 160999