

105846

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U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC-1255  
10-25-00  
OMB No. 0578-0013

**WARRANTY EASEMENT DEED**

**WETLANDS RESERVE PROGRAM**  
AGREEMENT NO. 66-5F48-1-00005

THIS WARRANTY EASEMENT DEED is made by and between **LOREN L. RISLER and JUDY RISLER, husband and wife, of W1531 County Road A, Mondovi, Wisconsin 54755**, (hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring entity of the United States is the Commodity Credit Corporation (CCC). A cooperating Federal agency is the Fish and Wildlife Service of the United States Department of the Interior.

Witnesseth

Purposes and Intent. The purpose of this Conservation Easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of the CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This Conservation Easement acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

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REGISTER'S OFFICE } SS.  
Pepin County, Wis. }  
Received for record, the 4 day  
of April A.D. 20 02, at  
9 o'clock A.M., and recorded  
in Vol 146 of Registers on page 214-231  
Peter M. Corbett  
Register of Deeds  
pa \$45.00 check  
\$2053

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NOW THEREFORE, for and in consideration of the sum of **THREE HUNDRED FORTY-EIGHT THOUSAND and NO/100 DOLLARS** (\$ \_\_\_\_\_), the Grantor(s) hereby grant(s) and convey(s) with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 298.5 acres of land, more or less, in Pepin County, Wisconsin, which lands comprise the easement area described in Part I together with appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), (his/her/its/their) heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to Easement to Dunn County Electric Co-operative by an instrument recorded on May 10, 1939 in Volume K Misc of Records at Page 625 as Document No. 38969. The acquiring agency has determined that these outstanding rights are compatible with the purposes for which this conservation easement is being purchased.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A and depicted generally on EXHIBIT A-1, both of which are appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B, which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.
- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal Law.
- D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights to economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

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E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area; and
10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The landowner shall report to the CCC any conditions or events which may adversely affect the wetlands, wildlife, and other natural values of the easement area.

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PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetlands and other natural values of the easement area. The CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter onto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, locate and mark the boundary, maintain, enhance, and monitor the wetlands and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to the CCC in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetlands or other natural values; and,

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2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to affect the wetlands and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

PART VII Special Provisions. None.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specially allowed or that is inconsistent with the purposes of this easement deed.

Dated this 3 day of April, 2002.

Witnesses:

Landowners:

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Loren L. Risler  
LOREN L. RISLER  
Buddy Risler  
BUDDY RISLER

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Acknowledgment

STATE OF WISCONSIN )  
 ) ss  
COUNTY OF EAU CLAIRE )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3  
day of APRIL, 2002, by Loren L. Risler and Judy Risler, husband and wife.

*Catherine J. Losby*  
Notary Public



(NOTARIAL SEAL)

My Commission Expires: 3-2-2003

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This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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#### OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

#### NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

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66-5FF48-1-00005  
Pepin County, WI

Risler, Loren and Judy WRP Easement Description

A USDA Wetland Reserve Program (WRP) conservation easement over a parcel of land situated in the

Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northwest Quarter of Section 17, the Northwest Quarter of the Southwest Quarter of Section 9, also the Northeast Quarter of the Southeast Quarter, the West one-half of the Southeast Quarter, the East one-half of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 8, Township 25 North, Range 11 West, 4th Principal Meridian, Albany Township, Pepin County, Wisconsin,

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

Commencing at a point located at the Northwest corner of Section 9, thence;

South 26 degrees East, a distance of 2930 feet, more or less, to Angle Point No. 1, being the Point of Beginning (P.O.B.) for this easement,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 01 degree East, along the West Right-of-Way of County "E" Road, a distance of 1178 feet, more or less, to Angle Point No. 2,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North, 89 degrees West, a distance of 551 feet, more or less, to Angle Point No. 3,

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*W.D. 11/20/22*



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Pepin County, WI

Risler, Loren and Judy WRP Easement Description

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 01 degree West, to a existing fenceline, a distance of 167 feet, more or less, to Angle Point No. 4,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 89 degrees West, along a existing fenceline entering Section 8, a distance of 2061 feet, more or less, to Angle Point No. 5,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 01 degree East, along a existing fenceline a distance of 781 feet, more or less, to Angle Point No. 6,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 89 degrees West, a distance of 279 feet, more or less, to Angle Point No. 7,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

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Nov 11/2022

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66-5F48-1-00005  
Pepin County, WI

Risler, Loren and Judy WRP Easement Description

South, to the North Right-of-Way of County Road "A", a distance of 499 feet, more or less, to Angle Point No. 8,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 89 degrees West, along the North Right-of-Way of County Road "A", a distance of 850 feet, more or less, to Angle Point No. 9,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South to the South Right-of-Way of County Road "A", a distance of 66 feet, more or less, to Angle Point No. 10,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South, a distance of 1286 feet, more or less, to Point No. 11,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 89 degrees West, a distance of 1135 feet, more or less, to Point No. 12,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North, a distance of 348 feet, more or less, to Angle Point No. 13,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

Exhibit A

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Pepin County, WI

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Risler, Loren and Judy WRP Easement Description

West, to the East Right-of-Way of County Road "A", a distance of 302 feet, more or less, to Angle Point No. 14,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North, along the East Right-of-Way of County Road "A", a distance of 715 feet, more or less, to Angle Point No. 15,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 27 degrees East, along the Right-of-Way of County Road "A", a distance of 138 feet, more or less, to Angle Point No. 16,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 48 degrees East, along the Right-of-Way of County Road "A", a distance of 128 feet, more or less, to Angle Point No. 17,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 77 degrees East, along the Right-of-Way of County Road "A", a distance of 85 feet, more or less, to Angle Point No. 18,

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66-5FF48-1-00005  
Pepin County, WI

Risler, Loren and Judy WRP Easement Description

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 88 degrees East, along the South Right-of-Way of County Road "A", a distance of 623 feet, more or less, to Angle Point No. 19,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North, to the North Right-of-Way of County Road "A", a distance of 66 feet, more or less, to Angle Point No. 20,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 13 degrees West, along a existing fence line, a distance of 1122 feet, more or less, to Angle Point No. 21,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 22 degrees West, along a existing fence line, a distance of 597 feet, more or less, to Angle Point 22,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 07 degrees East, along a existing fence line, a distance of 272 feet, more or less, to Angle Point 23,

Exhibit A  
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66-5F48-1-00005  
Pepin County, WI

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Risler, Loren and Judy WRP Easement Description

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 87 degrees East, along a existing fence line, a distance of 341 feet, more or less to Angle Point No. 24,

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 01 degrees East, along a existing fence line, a distance of 489 feet, more or less to Angle Point No. 25,

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 78 degrees West, along a existing fence line, a distance of 295 feet, more or less to Angle Point No. 26,

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 14 degrees East, a distance of 210 feet, more or less to Angle Point No. 27,

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 76 degrees West a distance of 256 feet, more or less to Angle Point No. 28,

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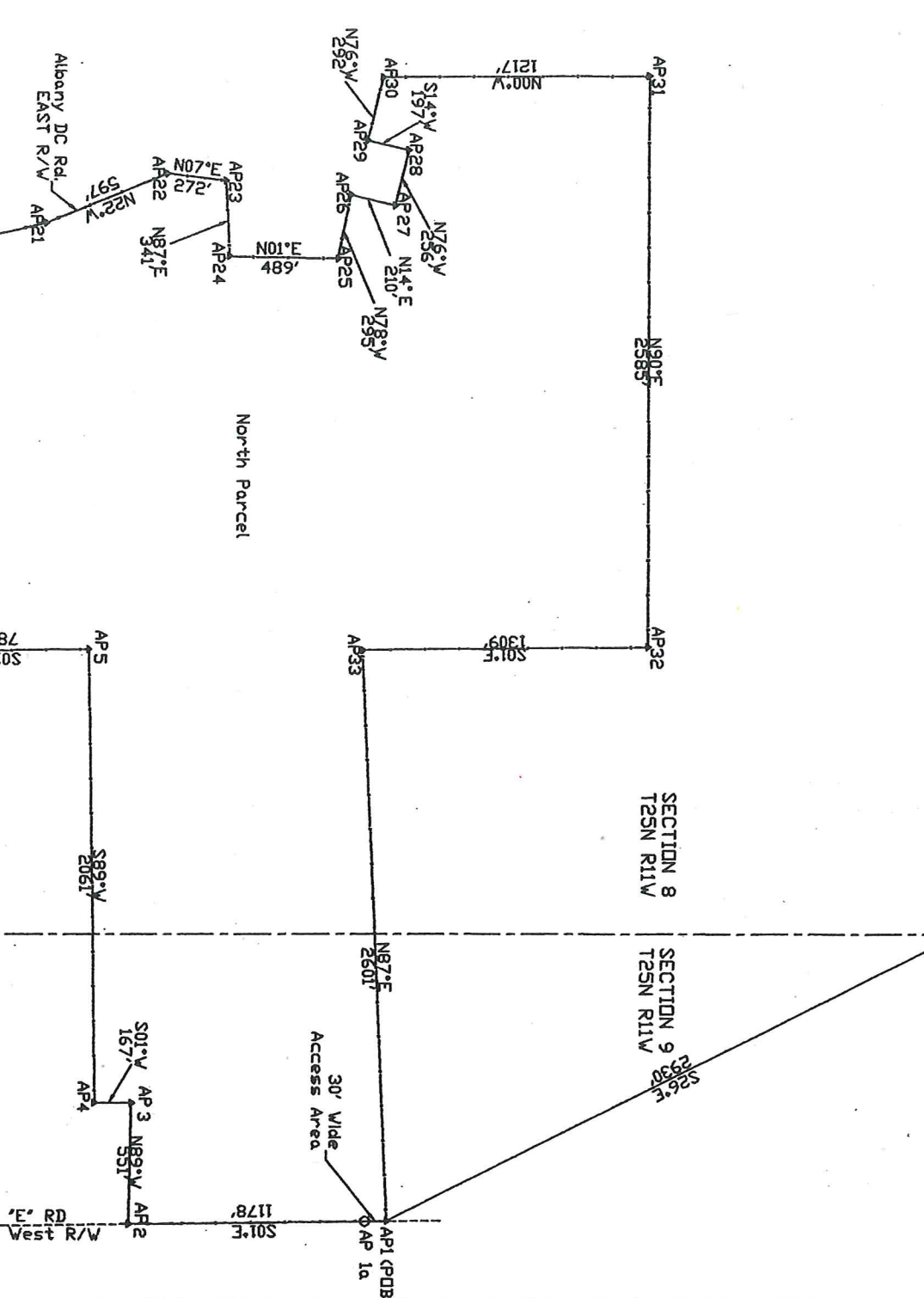
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NW COR SEC 9  
T25N R11W



Legend

- ▲ GPS Point w/Post & Sign
- ◆ Section Corner
- Reference Point
- Road Right of Way
- - - Existing Fence/ Edge of Easement
- \_\_\_ Edge of Easement

Exhibit 'A-1'

Loren & Judy Risler  
 Section 8 & 9, T25 R11W  
 Pepin County, WI  
 Contract #66-SF48-1-00005  
 Drawn: E. Kleisath  
 11-20-00

NOT TO SCALE

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WRP CONSERVATION EASEMENT AREA  
RIGHT OF WAY ACCESS EASEMENT  
(SOUTH PARCEL)

[WRP NRCS Agreement #66-5F48-1-00005]  
[Risler, Loren, Judy, Pepin County, WI]

For the purpose of access to the above described conservation easement, an access area is also granted in the Northeast Quarter of the Northwest Quarter of Section 17, Township 25 North, Range 8 West, 4th Principal Meridian, Albany Township, Pepin County, Wisconsin, and described as follows:

Commencing at a point located at the North Quarter corner of Section 17, Township 25 North, Range 8 West, 4th Principal Meridian, Albany Township, Pepin County, Wisconsin, thence;

South 81 degrees East, a distance of 52 feet, more or less, to Angle Point No. 10a, thence;

East, along the County Hwy. "A", South Right-of-Way being the access point for this easement, a distance of 30 feet, more or less to Angle Point No. 10.

Sidelines and radiuses of access easement shall be lengthened or shortened to create a continuous corridor accessing said easement description.

(This property description and the drawing attached have been prepared by the Natural Resources Conservation Service, USDA, an Agency of the United States Government for its use in administering the Federal Wetlands Reserve Program and do not constitute a survey description or survey plat nor are they intended to be the same).

"The basis of bearing and distance being a data reading referenced to True North bearing obtained from a Precise Lightweight GPS Receiver (PLGR) made by a Rockwell International."

END OF DESCRIPTION  
EXHIBIT B  
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*Risler*

#105846

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DESCRIPTION

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WRP CONSERVATION EASEMENT AREA  
RIGHT OF WAY ACCESS EASEMENT  
(NORTH PARCEL)

[WRP NRCS Agreement #66-5F48-1-00005]

[Risler, Loren, Judy, Pepin County, WI]

For the purpose of access to the above described conservation easement, an access area is also granted in the

Northwest Quarter of the Southwest Quarter of Section 9, Township 25 North, Range 11 West, 4th Principal Meridian, Albany Township, Pepin County, Wisconsin, and described as follows:

Commencing at a point located at the Northwest corner of Section 9, Township 25 North, Range 11 West, 4th Principal Meridian, Albany Township, Pepin County, Wisconsin, thence;

South 26 degrees East, a distance of 2930 feet, more or less, to Angle Point No. 1, thence;

South 01 degrees East, along the West Right-of-Way of County "E" Road, being the access point for this easement, a distance of 30 feet, more or less to Angle Point No. 1A.

Sidelines and radiuses of access easement shall be lengthened or shortened to create a continuous corridor accessing said easement description.

(This property description and the drawing attached have been prepared by the Natural Resources Conservation Service, USDA, an Agency of the United States Government for its use in administering the Federal Wetlands Reserve Program and do not constitute a survey description or survey plat nor are they intended to be the same).

"The basis of bearing and distance being a data reading referenced to True North bearing obtained from a Precise Lightweight GPS Receiver (PLGR) made by a Rockwell International."

END OF DESCRIPTION

EXHIBIT B

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Acad 11/10/02



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Pepin County, WI

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Risler, Loren and Judy WRP Easement Description

said point witnessed by a 1/2 inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 87 degrees East, entering Section 9 along a existing fence line, a distance of 2601 feet, more or less to Angle Point No. 1, being the Point of Beginning (POB) for the easement.

All of the above-described lands are Wetland Reserve Program (WRP), excepting County Road "A" and its Right-of-Way as shown on Exhibit "A-1".

Said conservation easement contains 298.5 acres, more or less.

(This property description has been prepared by the Natural Resources Conservation Service, USDA, an agency of the United States Government for its use in administering the Federal Wetland Reserve Program and do not constitute a survey description or survey plat nor are they intended to be the same).

"The basis of bearing and distance being data reading referenced to True North bearing obtained from a Precise Lightweight GPS Receiver (PLGR) made by Rockwell International."

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Risler, Loren and Judy WRP Easement Description

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South 14 degrees West, to a existing fence line, a distance of 197 feet, more or less to Angle Point No. 29,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North 76 degrees West, along a existing fence line, a distance of 292 feet, more or less to Angle Point No. 30,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

North, along a existing fence line, a distance of 1217 feet, more or less to Angle Point No. 31,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

East, along a existing fence line, a distance of 2585 feet, more or less to Angle Point No. 32,

said point witnessed by a ½ inch diameter by 24 inch long steel rebar with a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal sign indicating WRP CONSERVATION EASEMENT BOUNDARY, thence;

South, 01 degree East, along a existing fence line, a distance of 1309 feet, more or less to Angle Point No. 33,

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Exhibit A  
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