DOCUMENT NO.:	**CONSERVATION EASEMENT**

Document # 4175458
11-4-15

Drafted by and return to:
John Siepmann
Siepmann Realty Corp.
W240 N1221 Pewaukee Rd
Waukesha WI 53188

HA V 0429992
Parcel Identification Number(s) (PIN)

CONSERVATION EASEMENT

FOR

WINDRUSH SUBDIVISION

CONSERVATION EASEMENT

This Grant of Conservation Easement is made this 2 day of NOVEMBER, 2015, by ***Sunrise Development, LLC***, having an address of W240 N1221 Pewaukee Road, Waukesha, WI 53188 (hereinafter referred to as Grantor) in favor of ***Waukesha County Land Conservancy, Inc.,*** a non-profit Wisconsin corporation qualified to do business in the State of Wisconsin, having an address of P.O. Box 2572, Brookfield, Wisconsin 53008, (hereinafter referred to as Grantee).

Witnesseth:

Whereas, Grantor is the sole owner in fee simple of certain real property located in Waukesha County, Wisconsin, being a part of Outlot 2 in Windrush Subdivision, and more particularly described in Exhibits A and B, attached hereto and incorporated by this reference (hereinafter referred to as Property); and

Whereas, the Property possesses, among others, significant natural, scenic, open space and other values (collectively, conservation values) of great importance to Grantor, the people of the Village of Hartland, the people of Waukesha County and the people of the State of Wisconsin; and

Whereas, in particular, the Property described in Exhibits A and B has various aesthetic, natural, scenic, open space, wetland, and other educational and/or limited recreational values; and,

Whereas, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, incorporated by this reference (Baseline Documentation), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

Whereas, Grantor has caused land that includes the Property to be platted as a subdivision called Windrush, and has designated Outlot 2 to be part of the Common Area of Windrush.

Whereas, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to habitat preservation and protection, green space preservation and protection, and wetland functions existing at the time of this grant, that do not impair or interfere with those values; and

Whereas, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, Grantee is a publicly supported, tax-exempt non-profit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to encourage, perpetuate and promote the preservation and protection of natural resources located within and adjacent to Waukesha County including acquisition of property for conservation purposes; and,

Whereas, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come.

Now, Therefore, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Wisconsin and in particular Section 700.40 of the Wisconsin Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as Easement).

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever in its natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving education as are consistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

   (a) To preserve, protect and enhance the conservation values of the Property by implementation of the Open Space Management Plan for Windrush

Subdivision prepared by Siepmann Realty Corp. dated October 29, 2015 (herein after referred to as "Management Plan") in so far as it pertains to the Property.

(b) To enter upon the Property at reasonable times in order to restore or enhance the conservation values, monitor Grantor's compliance with and otherwise enforce the terms of this Easement in accordance with paragraph five (5), provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph five (5).

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) There shall be no residential structures nor garages, sheds, or any kind of other buildings or structures, except as specifically provided herein.

(b) There shall be no roads or driveways allowed, nor shall any portion of the property be used as a means of ingress or egress to any adjacent property, except as required to connect to walking paths on Grantor's adjoining property as provided in paragraph 4.A. hereof.

(c) There shall be no construction or placing of advertising signs, billboards or other advertising material, or any other structures used in connection with advertising permitted, except as specifically provided herein.

(d) There shall be no industrial or commercial activity undertaken or allowed, nor shall any right of passage across or upon the Property be allowed or granted if that right of passage is used in conjunction with industrial or commercial activity.

(e) There shall be no construction of barriers to the free movement of animals, except as specifically provided herein, nor the commercial removal of non-game animals.

(f) There shall be no horses allowed, nor the grazing of livestock of any variety.

(g) Except as provided in paragraph 4.A. there shall be no active recreation areas permitted, including, but not limited to, soccer fields, baseball diamonds, or golf courses.

(h) There shall be no camping.

(i) There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles, bicycles, or other type of vehicle of any kind, except as may be necessary or required in the furtherance of the terms of this Easement or the Management Plan.

(j) There shall be no storage or parking of vehicles, mobile homes, house trailers, other accessory or utility vehicles, or implements or accessories used in connection therewith.

(k) There shall be no dumping or temporary storage of trash, manure, plant material, soil, mulch, or any other refuse or debris nor any storage of chemicals, toxic or otherwise, nor petroleum products of any kind, nor salt.

(l) Except as provided in paragraph 4.B. hereof there shall be no filling, excavation, mining or drilling, removal of topsoil, sand, gravel, rocks, minerals, peat or other materials, nor any change in the topography of the land in any manner.

(m) Except as provided in paragraph 4.B. hereof there shall be no tilling or cultivating.

(n) There shall be no non-native plant or animal species introduced on the Property, except as required in furtherance of the terms of the Easement or the Management Plan.

(o) There shall be no cutting, destruction or removal of living native plants except as otherwise specifically authorized herein or by other law, without the consent of the Grantee in accordance with paragraph four (4) herein.

(p) There shall be no harvesting of trees for timber or fuelwood, other than the removal of dead trees which create a hazardous condition.

(q) There shall be no spraying with pesticides, insecticides or herbicides, except as required in furtherance of the terms of the Easement and the Management Plan.

(r) There shall be no placement or development of stormwater storage, discharge or treatment facilities except as set forth in accordance with paragraph four (4) herein.

(s) There shall be no septic or other private waste disposal systems allowed.

4. Reserved Rights. Grantor reserves to itself, and to its successors and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. The right to establish, construct and maintain private walking paths as Grantor in consultation with Grantee shall determine to be appropriate.

B. The right to grant easements to any municipality and public or private utility company for the purpose of constructing and maintaining a sanitary sewer main servicing Windrush Subdivision and for the purpose of transmitting electric energy, signals, television, telecommunication and natural gas services within or through Windrush Subdivision.

5. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within ninety (90) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a ninety (90) day period, fails to begin curing such violation within the ninety (90) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, including loss of environmental value, and to require the restoration of the property to the condition that existed prior to any such injury. Grantee may apply any damages recovered to the cost of undertaking any corrective action on the property. If Grantee reasonably believes that the circumstances require immediate action to prevent or mitigate significant damage to the Property, Grantee may pursue its remedies under this paragraph without notice to Grantor, provided however, that 1) Grantee will make best efforts to contact Grantor via telephone prior to taking action; and 2) Grantee will notify Grantor of such action in writing within 24 hours of taking such action. Such notice shall describe the actual or potential damage and the estimated cost and time frame associated with prevention or correction of the damage and a statement of the reasons why action was necessary prior to notice to Grantor.

5.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorneys fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement

shall be borne by Grantor. Any costs incurred by Grantee in enforcing the terms of this Easement against an individual Owner or Owners of lots in Windrush and any costs of restoration necessitated by such Owner's violation of this Easement shall be borne by such Owner or Owners. Any costs incurred by Grantee in enforcing the terms of this Easement against the Windrush Homeowners Association, Inc. (the "Association") and any costs of restoration necessitated by the Association's violation of the terms of this Easement shall be borne by the Association. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys fees, shall be borne by Grantee.

5.2 Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use of or activity with the purpose of this easement, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single arbitrator, to hear the matter. If, for any reason, the parties are unable to agree on the selection of an arbitrator then in that event either party may petition a court of proper jurisdiction and proceed pursuant to Chap. 788 Wis. Stats. In any event the prevailing party shall be entitled to all costs, expenses and attorneys fees.

5.3 Grantees Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription.

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

6. Costs and Liabilities. Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. This specifically includes the costs associated with Grantee's management activity upon the Property that are within the limitations of paragraph 6.3, below.

6.1 Taxes. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

6.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, 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: (a) 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 solely to the negligence or actions of any of the Indemnified Parties; (b) the obligations specified in paragraphs 6 and 6.1; and (c) the existence or administration of this Easement.

6.3 Payment for Grantee's Management Activities. Grantor recognizes that Grantee's management and stewardship of the Property will enhance the value of the properties in Windrush, and that Grantee will incur expenses in carrying out its management and maintenance activities. At the end of each calendar year the Grantee shall submit to the Association a detailed invoice setting forth Grantee's actual costs for its management and maintenance of the Property for the past year, and the Association, within 45 days after receipt of the invoice, will pay the same. Provided, however, that the maximum amount that the Association shall be required to pay to Grantee for the year in which this Agreement is executed shall be the product of multiplying $100.00 by the number of platted lots in Windrush not owned by Grantor as of January 1st of that year excluding lot 1 unless the owner of that lot shall have elected to join the Association; and the maximum amount that the Association shall be required to pay in any subsequent year shall be the product of $100.00 multiplied by one plus the percentage change in the Consumer Price Index- Urban Wage Earners and Clerical Workers, All Items, Milwaukee, 1984 = 100 from December of the year in which this Agreement is executed to December of the year to which the invoice pertains, multiplied by the number of platted lots in Windrush and any additions thereto not owned by Grantor as of January 1st of such subsequent year. At the same time that Grantee submits its annual invoice to the Association the Grantee shall also submit a budget which sets forth the expenses for the following year which the Grantee expects to incur in its management and maintenance of the Property and which it expects the Association to pay.

Anything contained herein to the contrary notwithstanding, the obligation of the Association to pay the Grantee for its management and maintenance of the Property shall not become effective until the earlier of (i) January 1st of the year immediately following the year in which Grantor has sold and transferred title to 50% or more of its lots in Windrush; or (ii) January 1, 2017. Grantee shall not be obligated to provide any management or maintenance on or for the Property until such time as the Association's

obligation to pay Grantee's expenses is in effect; provided however, that the Association shall pay Grantee for Grantee's annual inspection of the Property made during any year before the year that the Association's obligation to pay Grantee's expenses is effective.

7. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Wisconsin law at the time, in accordance with paragraph 7.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant.

7.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 7, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended. For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant.

7.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

8. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under Chap. 700.40 Wis. Stats. (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. In the event that Grantee or its transferee is dissolved or no longer wishes to exercise its rights or carry out its obligations under this Easement, then upon such dissolution or upon written notice to the Director of Parks and Land Use for Waukesha County, all of the Grantee's rights and obligations hereunder shall be automatically transferred to and assumed by Waukesha County, including the requirement that the conservation purposes that this grant is intended to advance continue to be carried out.

9. Subsequent Transfers. Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

10. Estoppel Certificates. Upon request by Grantor, Grantee shall within ten (10) days execute and deliver to Grantors any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement as may be requested by Grantor.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Sunrise Development LLC
C/O Siepmann Realty Corp.
W240 N1221 Pewaukee Road
Waukesha, Wisconsin 53188

To Grantee: Waukesha County Land Conservancy, Inc.
P. O. Box 2572
Brookfield, Wisconsin 53008

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

12. Recordation. Grantee shall record this instrument in timely fashion in the office Register of Deeds of Waukesha County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Easement.

13. General Provisions.

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

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Entire Agreement This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

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

(e) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

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

(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

To Have and To Hold unto Grantee, its successors, and assigns forever.

In Witness Whereof, Grantor has set its hand on this 2 day of November 2015.

Sunrise Development, LLC

By: Siepmann Development Company Limited Partnership, member
By: Siepmann Realty Corporation, general partner

By: _____
James P. Siepmann, President

State of Wisconsin)
) ss
County of Waukesha)

Personally came before me this 2 day of NOVEMBER 2015, the above named James P. Siepmann to me known to be the person who executed the foregoing instrument and acknowledged the same.

HEIDI E. KERR
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
My commission expires 8·28·2017

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by the Waukesha County Land Conservancy, Inc. this 3 day of NOVEMBER 2015.

Waukesha County Land Conservancy, Inc.

By: Ellen R. Gemrich
Title: President

State of Wisconsin)
)
County of Waukesha)

Personally came before me this 3 day of November, 2015 the above named Ellen Gemrich to me known to be the President of the Waukesha County Land Conservancy, Inc. and who has executed the foregoing instrument on behalf of said corporation, and acknowledged the same.

HEIDI E. KERR
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
My Commission expires 8·28·2017

Waukesha County joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations under paragraph 8 hereof.

Waukesha County

By: _____

By: _____

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 3 day of November, 2015, the above-named Duane Grimm Park System Manager ~~Dale R. Shaver Director of Parks and Land Use~~ and to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, County of Waukesha
State of Wisconsin
My Commission: expires 7-26-19

Windrush Homeowners Association, Inc. joins in this Conservation Easement for the purpose of acknowledging and accepting its obligations hereunder.

Windrush Homeowners Association, Inc.

By: _____
President

By: _____
Vice President

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this 30 day of October, 2015, the above-named James P. Siepmann and John P. Siepmann to me known to be the President and

Vice-President respectively of Windrush Homeowners Association, Inc. and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

HEIDI E. KERR
Notary Public
State of Wisconsin

Notary Public, County of Waukesha

State of Wisconsin

My Commission: 8-28-2017

All that part is Outlot 2 in Windrush, being a part of the Windrush in the Village of Hartland, Waukesha County, Wisconsin, which is bounded and described as follows:

EXHIBIT A and B

CONSENT OF MORTGAGEE

PARK Bank as mortgagee of any present or future mortgage on the lands subject to the foregoing Conservation Easement, hereby consents to and agrees that its mortgages shall be subject the foregoing Conservation Easement.

Park Bank

BY: Michael Bradburn

Title: VICE PRESIDENT

BY: N/A

Title:

STATE OF WISCONSIN)
) SS
COUNTY OF Waukesha)

Personally came before me this 30 day of October, 2015, the above-named Michael Bradburn and _____ to me known to be the Vice President and _____ respectively of Park Bank and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Heidi E. Kerr

Notary Public, County of Waukesha
State of Wisconsin
My Commission: August 28, 2017

HEIDI E. KERR
Notary Public
State of Wisconsin

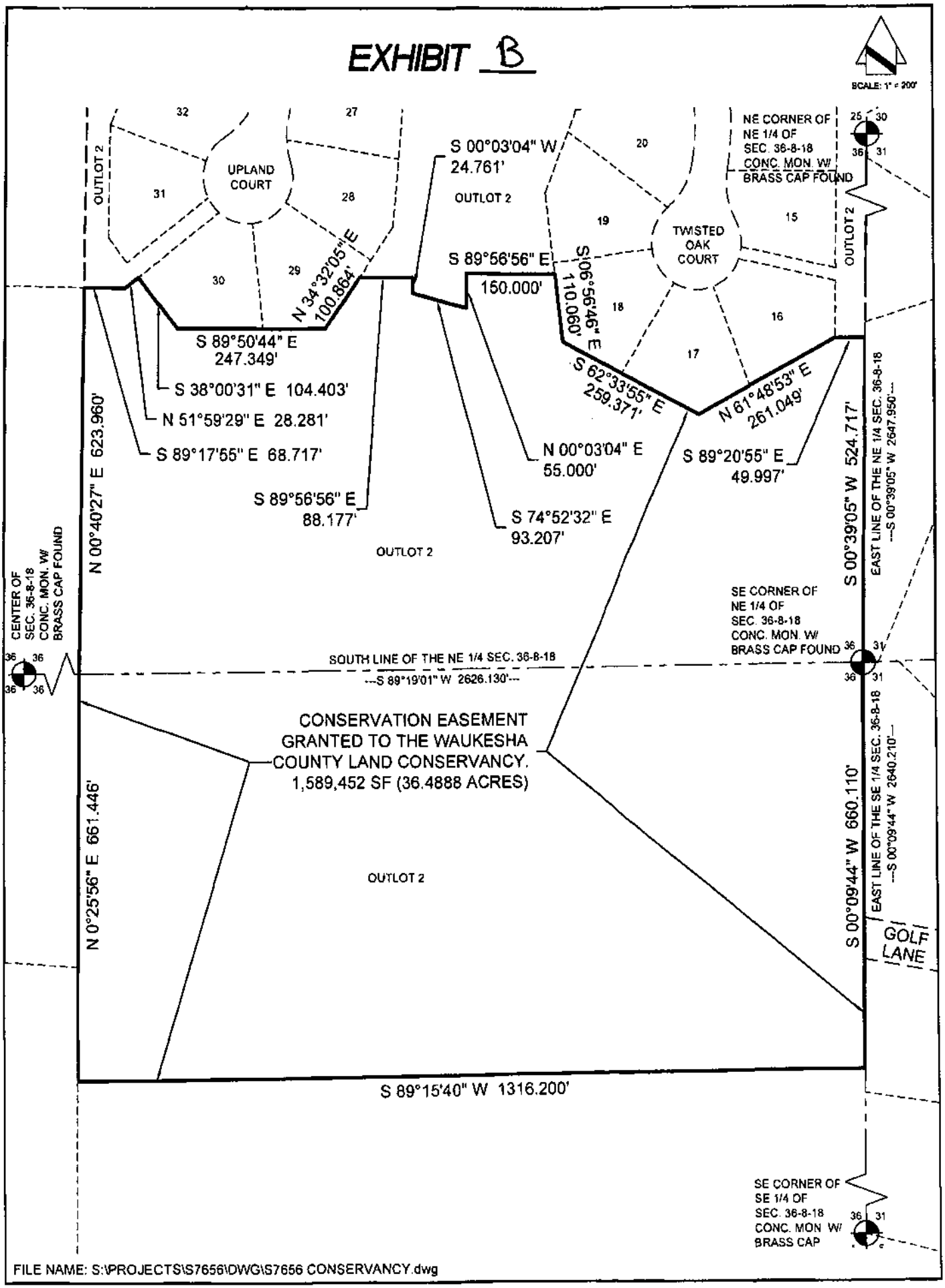
8/26/15

EXHIBIT A

For: Sunrise Development LLC
Re: Windrush
Conservation Easement Granted to the Waukesha County Land Conservancy

Legal Description:
All that part of Outlot 2 of Windrush, a subdivision recorded on 11-4-15, 2015 in Volume 54 on pages 168 - 171, as Document No. 4175456, being part of the Northeast Quarter (NE 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Town 8 North, Range 18 East, Village of Hartland, Waukesha County, Wisconsin bounded and described as follows: Beginning at the southeast corner of the Northeast Quarter (NE 1/4) of said Section 36; thence South 00°09'44" West along the east line of said Southeast Quarter (SE 1/4) 660.110 feet; thence South 89°15'40" West 1316.200 feet; thence North 00°25'56" East 661.446 feet; thence North 00°40'27" East 623.960 feet; thence South 89°17'55" East 68.717 feet; thence North 51°59'29" East 28.281 feet; thence South 38°00'31" East 104.403 feet; thence South 89°50'44" East 247.349 feet; thence North 34°32'05" East 100.864 feet; thence South 89°56'56" East 88.177 feet; thence South 00°03'04" West 24.761 feet; thence South 74°52'32" East 93.207 feet; thence North 00°03'04" East 55.000 feet; thence South 89°56'56" East 150.000 feet; thence South 06°56'46"East 110.060 feet; thence South 62°33'55" East 259.371 feet; thence North 61°48'53" East 261.049 feet; thence South 89°20'55" East 49.997 feet; thence South 00°39'05" West 524.717 feet to the place of beginning. Containing 1,589,452 square feet (36.4888 acres) of land.

EXHIBIT B



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