



**LAND CONSERVATION COMMITTEE  
THURSDAY, MARCH 23, 2017 5:30 P.M.  
JURY DELIBERATION ROOM – 4<sup>TH</sup> FLOOR  
COURTHOUSE - EAST  
JANESVILLE WI**

**AGENDA**

1. Call Meeting to Order.
2. Approval of Agenda.
3. Citizen Participation, Communications, and Announcements.
4. Resolution: Amending the Land Conservation Department Budget to Begin Implementation of the Yahara River Basin Adaptive Management Project.
5. Approve Service Agreement with Yahara WINs to begin implementation of the Yahara River Basin Adaptive Management Program.
6. Approve Real Estate Appraisal Contract for the Larry and Katherine Oberdeck PACE Donation.
7. Adjourn.

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Land Conservation Committee  
INITIATED BY



Thomas Sweeney  
DRAFTED BY

Land Conservation Committee  
SUBMITTED BY

March 8, 2017  
DATE DRAFTED

**Amending the Land Conservation Department Budget to Begin Implementation of  
the Yahara River Basin Adaptive Management Project**

1 **WHEREAS**, the Land Conservation Committee wishes to enter into a Service Agreement with Yahara  
2 Watershed Improvement Network (WINs) to participate with the implementation phase of the Adaptive  
3 Management Project in Rock County's portion of the Yahara River Watershed; and,  
4

5 **WHEREAS**, the Yahara WINs will provide funding, through reimbursement, to offset costs associated  
6 with the implementation of phosphorus runoff abatement best management practices and associated costs  
7 for staff and support for said project; and,  
8

9 **WHEREAS**, the Land Conservation Department needs to amend their 2017 budget to accommodate this  
10 new project. The current budget does not include budgetary authority to collect revenues or expend costs  
11 associated with the aforesaid service agreement.  
12

13 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled  
14 this \_\_\_\_\_ day of \_\_\_\_\_, 2017, authorizes the Land Conservation Committee to enter into  
15 the service agreement with Yahara WINs and commence with the implementation of the Adaptive  
16 Management Project; and,  
17

18 **BE IT FURTHER RESOLVED**, that the Land Conservation Department's 2017 budget be amended as  
19 follows:

<u>Account/Description</u>	<u>Budget</u> <u>3/1/17</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Amended</u> <u>Budget</u>
<u>Source of Funds</u>			
62-6311-0000-46002	-0-	\$40,000	\$40,000
Other Grants and Contracts			
<u>Use of Funds</u>			
62-6311-0000-63110	-0-	\$22,000	\$22,000
Administrative Expenses			
62-6311-0000-64928	-0-	\$18,000	\$18,000
Cost Sharing			

Respectfully submitted,

LAND CONSERVATION COMMITTEE

\_\_\_\_\_  
Richard Bostwick, Chair

\_\_\_\_\_  
Brenton Driscoll

\_\_\_\_\_  
Alan Sweeney, Vice Chair

\_\_\_\_\_  
Kara Hawes

\_\_\_\_\_  
Wes Davis

\_\_\_\_\_  
Jeremy Zajac

\_\_\_\_\_  
Anders Dowd

\_\_\_\_\_  
James Quade, USDA FSA Representative

17-3B-236

Amending the Land Conservation Department Budget to Begin Implementation of the Yahara River Basin Adaptive Management Project  
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FISCAL NOTE:

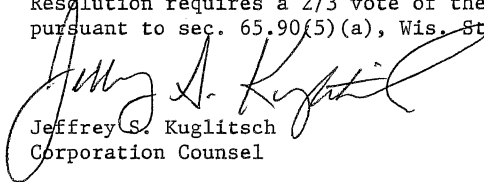
This resolution authorizes the acceptance and expenditure of \$40,000 in funding from Yahara WINs to begin implementation of the Yahara River Basin Adaptive Management Project. No County funding will be used for this project.



Sherry Oja  
Finance Director

LEGAL NOTE:

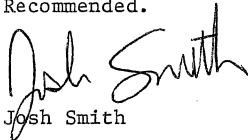
The County Board is authorized to take this action pursuant to §§ 59.01 and 59.51, Wis. Stats. As an amendment to the adopted 2017 County Budget, this Resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.



Jeffrey S. Kuglitsch  
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
County Administrator

FINANCE COMMITTEE ENDORSEMENT

Reviewed and approved on a vote of \_\_\_\_\_

\_\_\_\_\_  
Mary Mawhinney, Chair

\_\_\_\_\_  
Date

Amending the Land Conservation Department Budget to Begin Implementation of the Yahara River Basin Adaptive Management Project  
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**Executive Summary**

The Yahara River Watershed is threatened by excessive phosphorus from sources such as agricultural runoff, urban stormwater and wastewater treatment plant discharges. The elevated phosphorus levels are a threat to water quality and aquatic life throughout the area. The Yahara Watershed Improvement Network (Yahara WINS) began in 2012 to reduce all phosphorus loads and meet water quality standards established by the Wisconsin Department of Natural Resources (WDNR). This program employs watershed adaptive management, a strategy in which all sources of phosphorus pollution in an area work together to meet water quality goals. This strategy is more effective and less expensive than the sources working separately on individual solutions. Partners in Yahara WINS include cities, villages, towns, wastewater treatment plants, agricultural producers, environmental groups and others.

Yahara WINS approached the Land Conservation Department in 2016 to discuss the merits of developing a partnership to apply best management practices in the Yahara River watershed. Once the service agreement is signed by both parties and the Land Conservation Department's budget is amended, the Land Conservation Department staff will work with agricultural producers in the Yahara River and Badfish Creek watersheds to establish a series of Best Management Practices on the landscape to reduce phosphorus discharges to these waterbodies. Yahara WINS will reimburse the County for costs associated with the aforementioned work, on a dollar for dollar basis.

## SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2017, by and between the Yahara Watershed Improvement Network ("Yahara WINS") and Rock County, Wisconsin (the "County")."

### RECITALS:

- A. Yahara WINS consists of municipalities who have enacted the Intergovernmental Agreement for an Adaptive Management Plan in the Yahara Watershed (IGA) to jointly participate in an Adaptive Management Plan to fulfill their Yahara Watershed phosphorus compliance obligations under their Wisconsin Pollution Discharge Elimination System (WPDES) permit and the Rock River Total Maximum Daily Load (TMDL);
- B. Yahara WINS desires to obtain assistance from the County to implement portions of the Adaptive Management project.
- C. The County provides planning and technical assistance to agricultural landowners, producers and other individuals or entities for the implementation of conservation practices that reduce sediment and nutrients (including phosphorous) from entering waters as well as provides other conservation benefits.

### AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, Yahara WINS and the County agree as follows:

- 1. **Scope of Work.** County shall perform the services and provide the deliverables noted below:
  - a) Work with landowners in the County's portion of the Yahara Watershed to identify locations where conservation practices or engineered solutions can be implemented to achieve phosphorus reductions.
  - b) Provide implementation assistance to landowners interested in installing conservation practices or engineered solutions that result in phosphorus reductions. Internally drained areas of the watershed shall not qualify unless they are currently tile-drained and adding phosphorus to the Yahara basin.
  - c) Calculate modeled phosphorus reductions for installed practices based on SNAP Plus or other agreed upon models.

- d) Verify the status of installed conservation practices or engineered solutions that result in phosphorus reductions by conducting follow-up visits with landowners.
- e) Provide administrative and recordkeeping activities associated with disbursement of cost share funds received from Yahara WINS.
- f) Attend at least two Yahara WINS meetings each year and provide participants updates on phosphorus reduction activities being conducted in the County's portion of the Yahara Watershed.
- g) Provide an annual report to Yahara WINS by March 31 of each year of this agreement that summarizing activities conducted in the previous year, including the locations of installed phosphorus reducing practices, the type of practices installed, and other relevant information.

2. **Term of Agreement.** This Agreement covers a two (2) year period beginning April 1, 2017 and ending March 31, 2019. The County shall commence the Work on April 1, 2017 and shall perform and complete the Work.

3. **Modification or Termination of the Agreement.** The terms of this Agreement may be modified by the written agreement of the County and Yahara WINS. The County or Yahara WINS may terminate the agreement at any time, with or without cause. In the event that either party desires to terminate the agreement, this can be completed with written 60-day notice. In the event of termination the County will be compensated for services rendered and expenses incurred prior to the date of the termination notice in accordance with the terms set forth in this Agreement.

4. **Compensation for Staff Support and Related Expenses.** Yahara WINS shall reimburse the County for staff time and related expenses associated with this scope of work. The County will submit a quarterly invoice to Yahara WINS which identifies staff hours and costs for each person performing work consistent with this Scope of Work, along with any related expenses. Reimbursement will be made by Yahara WINS following acceptance of the quarterly invoice. Yahara WINS shall make available a maximum of \$22,000.00 for aforesaid costs to support these initiatives from April 1, 2017 through March 31, 2018 and an additional \$27,500 from April 1, 2018 through March 31, 2019.

**Yahara WINS Cost Share Funds:** Yahara WINS shall make available a maximum of \$18,000 available from April 1, 2017 through March 31, 2018 and an additional \$22,500 from April 1, 2018 through March 31, 2019 for the installation of phosphorus reducing practices. Cost share funds will be reimbursed on a project specific basis. To be eligible for reimbursement, the practice must be installed and the resulting phosphorus reduction must be verified using SNAP Plus or other models agreed up by Yahara WINS and the County.

5. **Phosphorus Reduction Goal.** The goal of the agreement is to install conservation practices and/or engineered solutions in the Yahara River Watershed that result in

phosphorus reduction per year as calculated using SNAP Plus of other models agreed to by Yahara WINS and the County. **For the length of this agreement, there is no specific phosphorus reduction goal;** however, Yahara WINS modeling shows that 550 pounds of phosphorus reduction per year will be required in the County's portion of the Yahara Watershed. Over the length of this Agreement, Yahara WINS and the County will assess the potential for the County to provide these pounds.

6. **Performance.** Unless otherwise agreed to in writing, the County shall furnish all services, supplies, tools, and equipment to accomplish the Work in a professional manner.
7. **Responsibility for Acts, Errors and Omissions.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
8. **Relationship of Parties.** The County is an independent consultant. Yahara WINS has direction and control only as to the end result to be accomplished, and the County has direction and control over the means and method of accomplishing that end result.

The County shall not subcontract or assign all or any portion of the Work without prior written approval of Yahara WINS. Notwithstanding the previous sentence, Yahara WINS acknowledges and agrees that the County intends to contract with agricultural producers, other government agencies, for the implementation of conservation practices.

9. **Permits, Laws, Regulations, and Public Ordinances.** The County shall comply with all federal, state, and local statutes, rules, regulations, and ordinances related to the County's performance of the Work.
10. **Governing Law and Interpretation.** This Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Agreement is held unenforceable, the remainder of these provisions shall be given effect to the maximum extent possible. The parties agree to reform this Agreement to replace any such invalid or unenforceable provisions that come as close as possible to the intention of the stricken provision.
13. **Use of Documents.** Documents and plans provided by the County pursuant to this Agreement are for the benefit and use of Yahara WINS. Except for documents and plans subject to confidentiality requirements of federal funding programs, County shall provide to Yahara WINS complete copies of all final documents and plans, in paper and electronic form as requested by Yahara WINS.

16. **Giving Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to or if delivered at or sent by registered or certified mail postage prepaid to:

For Yahara WINS: Yahara WINS Executive Committee President, Madison Metropolitan Sewerage District, 1610 Moorland Road, Madison, Wisconsin 53713.

For Rock County: Land Conservation Committee Chair, Richard Bostwick, Rock County Courthouse, 51 South Main Street, Janesville, WI 53545.

18. **Miscellaneous.** This Agreement has been executed by an authorized representative of both parties.

**YAHARA WATERSHED IMPROVEMENT  
NETWORK**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ROCK COUNTY, WISCONSIN**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Rock County Land Conservation Department  
 440 N. U.S. Highway 14  
 Janesville, WI 53546  
 Phone: (608) 754-6617 (Ext: 3)  
 Email: [sweeney@co.rock.wi.us](mailto:sweeney@co.rock.wi.us)  
 Web: [www.co.rock.wi.us](http://www.co.rock.wi.us)

**REAL ESTATE APPRAISAL SERVICES CONTRACT:  
 PURCHASE of AGRICULTURAL CONSERVATION EASEMENT (PACE) PROGRAM  
 FULL DONATION OPTION  
 OBERDECK PROPERTY (APPLICATION 2016-03-10.15)**

**Article 1. GENERAL AGREEMENT.** This Contract is made and entered into as of the date on which this Contract is mutually signed ("Effective Date"), by and between the County of Rock ("County") and Precision Appraisal and Real Estate Consultants, LLC c/o Gatlin Fenwick, CGA (Wisconsin Certified General Appraiser #1363-10), an appraiser certified in the State of Wisconsin ("Appraiser"). The County and Appraiser are hereinafter collectively referred to as the "Parties."

In consideration of the mutual covenants and agreements herein set forth and immediately upon the Effective Date, the Appraiser shall appraise the fair market value of an Agricultural Conservation Easement ("**Easement**") for purposes of a **non-cash charitable donation and income tax deduction by the landowner** on the following property:

Approximately thirty four and three tenths acres of real property located in part of Section 12, Township 4N, Range 11E, Porter Township, a portion of tax parcel number 6-16-107, Rock County, State of Wisconsin. **Landowners:** Larry and Katherine Oberdeck, 6711 W State Rd. 59, Edgerton WI 53534. Phone: (608) 436-3475

**Additional details for the subject property are included in Exhibit A and B, including the areas of the parcel which will not be subject to the Easement (officially surveyed).**

**Additional properties are owned by the landowner(s) and/or immediate family members, but those properties are not to be subject to the proposed Easement nor are they adjacent to the proposed Easement.**

This Contract shall constitute the entire Contract and previous communications or contracts pertaining to this Contract are hereby superseded.

**Article 2. DELIVERABLES.** The Appraiser shall provide a narrative style appraisal ("**Appraisal Report**"), appraising the fair market value of the Easement for purposes of a non-cash charitable donation. The Appraisal Report shall be performed, prepared, and submitted in accordance with the substance and principles of the Uniform Standards of Professional Appraisal Practice (USPAP) and current IRS rules for a qualified appraisal of a non-cash charitable property donation for income tax purposes (collectively "**Guidelines**"). Two (2) copies of the Appraisal Report shall be submitted to the County. Specific items to be addressed in the Appraisal Report include, at minimum:

1. A detailed description of the property.
2. The property's physical condition
3. The date or expected date of the contribution.
4. The terms of any agreement relating to the property's use, sale or other disposition.
5. The appraiser's name, address, and taxpayer identification number, and that of the appraiser's employer or partnership.
6. The qualifications of the appraiser, including the appraiser's background experience, education and membership in professional appraisal associations.
7. A statement that the appraisal was prepared for income tax purposes.

8. The date the property was appraised.
9. The appraised fair market value of the property on the date or expected date of the contribution.
10. The method of valuation used to determine the fair market value.
11. The specific basis for the valuation (such as specific comparable sales transactions or statistical sampling, including a justification for using sampling and an explanation of the sampling procedure used).

**Article 3. DELIVERY PROCESS.** The Appraiser shall personally inspect the Property and any other comparable properties used in the Appraisal Report. The Appraiser shall employ all appropriate approaches to value. The Landowner, or his/her designated representative, shall be contacted and given the opportunity to accompany the Appraiser during an inspection of the Property.

The Appraiser shall complete the appraisal and submit the Appraisal Report (2 copies) to the County on or before **March 31, 2017**. If the Appraisal Reports are not delivered within ten (10) calendar days from the aforementioned date, the County reserves the right to cancel this Contract per Article 5 herein, in which event the County shall not be liable for payment per Article 4 herein.

The County may after receipt of the Appraisal Report require correction of errors and oversights, or request that additional information or documentation be submitted by the Appraiser to further support the Appraisal, all without cost to the County. The Appraiser agrees to fully answer any such request within ten (10) calendar days from the date of such request. Appraisal must also be deemed acceptable through a third-party appraisal review process, as required by federal policy for appraisals associated with applications for federal easement program funding and as addressed in the Guidelines. This review process is beyond the control of the County and may take several months to complete. The Appraiser agrees to fully cooperate with this review process and provide subsequent necessary revisions to the appraisals as determined by the review appraiser, all without cost to the County.

**Article 4. PAYMENT.** The County shall pay the Appraiser three thousand five hundred and 00/100 dollars (\$3,500.00) as compensation for services rendered, to include the Appraisal Report (2 copies) acceptable to the County and in accordance with the specifications of this contract. Compensation may be requested by the Appraiser after deliverables are provided to the County per Article 2 and Article 3 herein and have been accepted by the County as being in compliance with the terms and conditions of this Contract.

The Appraiser and County certify that no promise of or payment of any money or any form of consideration has been offered to or given to any County employee for the purpose of procuring this Contract. The Appraiser further certifies that the Appraiser has not participated in any collusion or otherwise taken any action in restraint of free competition in connection with this Contract.

**Article 5. CONTRACT TRANSFER/ASSIGNMENT, AMENDMENT AND CANCELLATION.** The Appraiser shall not transfer, assign, or sub-contract this Contract without the prior written approval of the County.

Any revisions to this Contract, including cost adjustments and time extensions, must be made by a written amendment to this Contract or other written documentation, signed by the Parties at least thirty (30) calendar days prior to the ending date of this Contract, which shall be the date payment is delivered to the Appraiser.

No fees or charges other than those identified in Article 4 herein shall be allowed except by written consent of the County. By written notice, the County may request changes in the Appraisal or in the scope or character of the work to be performed and, for minor additions, will pay the Appraiser at an agreed rate. Where the County determines that the changes involved are major, the County may take either of the following courses of action:

- (1) Cancel this Contract as provided herein;
- (2) Request renegotiation of this Contract, by written notice, to make provision for the necessary changes;

The County reserves the right to cancel this Contract by written notice to the Appraiser in the event the County determines that the Appraisal becomes unnecessary, or if the County determines that the Appraiser is not complying with the terms and

conditions of this Contract, or if the progress or quality of work is unsatisfactory to the County, or for any reason which adversely reflects upon the credibility of the Appraiser or the integrity of the County. The County may pay for those services rendered to the date notice is received, except no payment shall be made where the cancellation is the result of unethical practices or violation of the terms of this Contract by the Appraiser. All materials, information and data pertaining to these Appraisals in the possession of the Appraiser at the date of cancellation is the property of the County and shall be forwarded promptly upon request.

**Article 6. APPRAISER WARRANTIES.** The Appraiser warrants that he/she has no direct or indirect, present or future personal interest in the Easement Areas covered by this Contract and shall not benefit from any conveyance of the Easement Areas appraised.

The Appraiser understands and agrees that his/her independent estimate of value is sought. The County may authorize the Appraiser to share specific appraisal data on appraisal assignments. The Appraiser agrees not to discuss or convey information used in connection with these Appraisals to any person or entity except the landowner when necessary to gain entry for an inspection. These Appraisals are strictly confidential, with the exception that the Appraiser agrees that until three (3) years after final payment under this Contract, any duly authorized representative of the County shall have access to and the right to examine any relevant books, documents, papers and records of the Appraiser involving this Contract.

The Appraiser warrants that he/she has not employed or retained any company or person, other than an employee working solely for the Appraiser, to solicit or secure this Contract and that he/she has not paid or agreed to pay any company or persons, other than an employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the making of this Contract. For breach or violation of this warranty, the County shall have the right to immediately cancel this Contract without liability.

In connection with the performance of work under this Contract, the Appraiser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Sec. 51.01(5) Wis. Stats., sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Appraiser further agrees to take affirmative action to ensure equal employment opportunities. The Appraiser agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**Article 7. GENERAL PROVISIONS.** The Appraiser agrees to indemnify and save the County, its officers, agents and employees harmless against and from any and all claims, causes of action, damages, accidents, injuries, costs, expenses, demands, suits and liability arising from any action in connection with this Contract, or from any breach or default by the Appraiser with respect to the performance of the Contract, or from any negligence on the part of the Appraiser, its agents, representatives, employees, and contractors.

The Appraiser is an independent contractor and not an employee of the County. The County agrees that the Appraiser shall have sole control of the method, hours worked, and time and manner of any performance under this Contract other than as specifically provided herein. The County takes no responsibility for supervision or direction of the performance of the Contract to be performed by the Appraiser, or the Appraiser's employees or agents. The County further agrees that it will exercise no control over the selection and dismissal of the Appraiser's employees or agents.

The following individual(s), whom is not related to the landowners identified on page one of this contract, shall serve as the County contact for this Contract, as follows.

Tom Sweeney, County Conservationist  
 Rock County Land Conservation  
 440 N. U.S. Highway 14  
 Janesville, WI 53546  
 Phone: 608.754.6617 (Ext: 115)  
 Email: sweeney@co.rock.wi.us

The Appraiser may contact the aforementioned individual for any additional information necessary to deliver the services identified in this Contract. The Appraiser shall also serve as a contact for this Contract, as follows:

Precision Appraisal & Real Estate Consultants, LLC  
 C/o Gatlin Fenwick, CGA  
 148 E Main St, Suite C  
 Reedsburg, WI 53959  
 Phone: 608-768-2665  
 Fax: 608-768-2666

IN WITNESS WHEREOF, the Parties have executed this Contract as of latest date on which this Contract is signed by the Parties as set forth below.

APPRAISER	COUNTY OF ROCK
<p style="text-align: center;">Gatlin Fenwick, GCA                      Wisconsin General Certified Appraiser #1363-10</p> <p>DATED this ____ day of _____, 2017</p>	<p style="text-align: center;">Richard Bostwick                      Chair, Rock County Land Conservation Committee</p> <p>DATED this ____ day of _____, 2017</p>

**Exhibit A:**  
**Easement Area: Legal Description**

**A PORTION OF THE NE 1/4, (EXC E 276' S 627.3') (EXC BUILDING SITE ~ 2.7 AC) OF SECTION 12, T4N, R11E, PORTER TOWNSHIP, ROCK COUNTY, WISCONSIN, APPROXIMATELY 31.7 ACRES.**

**Building Site Exclusion described as follows:**

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12, THENCE NORTH 89°48'00" WEST ALONG THE NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION, 1295.64 FEET TO A POINT ON THE WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION; THENCE SOUTH 00°38'45" EAST ALONG SAID WEST LINE, 51.02 FEET TO A POINT ON THE TRAVELED CENTER LINE OF HIGHWAY 59, WHICH IS THE POINT OF BEGINNING FOR THE LANDS HEREIN DESCRIBED; THENCE SOUTH 89°29'20" EAST ALONG SAID CENTER LINE, 300.03 FEET; THENCE SOUTH 00°38'45" EAST PARALLEL WITH SAID WEST LINE OF THE NE 1/4 OF THE SE 1/4, 422.37'; THENCE NORTH 89°48'00" WEST, PARALLEL WITH SAID NORTH LINE OF THE NE 1/4 OF THE SE 1/4, 300.00' TO A POINT ON SAID WEST LINE OF THE NE 1/4 OF THE SE 1/4; THENCE NORTH 00°38'45" WEST ALONG SAID WEST LINE, 424.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.71 ACRES, MORE OR LESS.

### Exhibit B: Easement Area Map (Not to scale within this document)

