

RECORD AND RETURN TO:
DUCKS UNLIMITED, INC.
ONE WATERFOWL WAY
MEMPHIS, TN 38120

DEED OF CONSERVATION EASEMENT

Wetlands America Trust, Inc. acquired this Easement with funding from the Minnesota Environment and Natural Resources Trust Fund ("Trust Fund") pursuant to Grant Agreement Number B46041 signed September 30, 2010 and Grant Agreement Number B31464 signed August 5, 2009 between the Trust Fund and Ducks Unlimited, Inc.

Wetlands America Trust, Inc. is placing this notice on record as confirmation of its obligation as set forth in the funding agreement and in accordance with *Minnesota Statutes Section 116P.15*, which states the following:

This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Legislative Commission on Minnesota Resources or its successor. If the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.

THIS GRANT DEED OF CONSERVATION EASEMENT (this "Easement") is made as of this 15th day of June, 2011, by Robert O. Posch and Rachel Posch, Husband and Wife, with an address of 12861 Perch Lake Drive, Baxter, Minnesota 56425 and James H. Donovan and Charmaine Donovan, Husband and Wife, with an address of 18755 Tracside Road, Brainerd, Minnesota 56401, as Tenants in Common (together with their heirs, personal representatives, successors, and assigns hereinafter collectively referred to as "Grantor"), and WETLANDS AMERICA TRUST, INC., a non-profit corporation organized under the laws of the District of Columbia and with a business address of One Waterfowl Way, Memphis, Tennessee 38120, hereinafter referred to as the "Grantee";

WHEREAS, Grantor is the owner in fee simple of approximately one hundred and fifty (150) acres, more or less, of real property located in Crow Wing County, Minnesota, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Protected Property"); and

WHEREAS, the Grantee is a non-profit, 501 (c) (3) "qualified conservation organization" as defined in Section 170 (h) of the Internal Revenue Code of 1986, as amended and the regulations thereunder (collectively, the "Code"), whose purpose is to preserve, enhance, and conserve natural areas for aesthetic, scientific, charitable and educational purposes; and

WHEREAS, Minn. Stat. 84C.01 – 84C.05, permit the creation of conservation easements for the purposes of, among other things, retaining or protecting natural, scenic, historical or open space values of real property, assuring its availability for agricultural, forest, recreational, educational or open space use, protecting natural features and resources, maintaining or enhancing air and water quality or preserving the natural, historical, architectural, archaeological or cultural aspects of real property; and

WHEREAS, Grantor and Grantee recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as "a relatively natural habitat of fish, wildlife or plants or similar ecosystem," as that phrase is used in 26 USC 170 (h) (4) (A) (ii) and Section 170 (h) (4) (A) (ii) of the Code, by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a "qualified conservation contribution" as that term is defined under Section 170 (h) (2) (C) of the Code; and

WHEREAS, the Grantee has the resources to monitor and enforce the restrictions set forth in this Easement; and

WHEREAS, the Protected Property consists of relatively natural areas of significant natural habitat and has substantial value as open space to further a government policy (referred to as the "Conservation Values"), the preservation of which shall provide a significant public benefit. These Conservation Values are identified in the Baseline Documentation Report (the "Report") and outlined further as follows:

1. **Significant Wildlife Habitat.** The Protected Property qualifies as significant wildlife

habitat as defined under Section 170 (h) (4) (A) (ii) of the Code because it is in a relatively natural state and it contributes to a high value ecosystem. The Protected Property lies within the "Living Lakes Focus Area", an area identified by Ducks Unlimited that includes numerous shallow lakes and large marshes that provide critical food and resting resources for migratory waterfowl and other water birds in the spring and fall; and

i. Relatively natural state. The Protected Property is in a relatively natural

state containing approximately one-hundred and fifty (150) acres of undeveloped

land;

ii. Habitat.

(a) The Protected Property contains unique and significant conservation

values that are important for many species of migrating and resident

waterfowl as well as other wildlife in the form of nearly one-hundred and

two (102) acres of wetland habitat supporting wild rice and other wetland

plants and invertebrates critical to migrating waterfowl and other wildlife

and forty-eight (48) acres of shoreline deciduous and coniferous forest that

provides a buffer from human activity and nesting habitat for wood ducks,

mallards, passerine song birds and other marsh birds (hereinafter, the

"Waterfowl Use Areas"); and

(b) This Easement limits the number of new shoreline owners on Garden

and Johnson Lakes. Subdivision and development of shallow lakes leads

to direct loss of shoreline habitat, reduced lake water quality, wildlife

disturbance, and management practices that favor recreational uses (e.g.,

fishing, boating) over wildlife benefits; and

(c) Garden and Johnson Lakes are shallow lakes that support wild rice

located within the forested region of Minnesota. Shallow lakes supporting

wild rice are recognized in the North American Waterfowl Management

Plan as critical resources that provide food and resting resources for

migratory waterfowl as well as nesting habitat for a portion of the ring-

necked duck population; and

(d) The Easement will protect 150 acres of important, undisturbed habitat adjacent to the 120 acres of Minnesota State Forest land.

iii. Grantor and Grantee recognize the opportunity to protect and preserve the relatively natural significant habitat that is present on the Protected Property as outlined here and detailed in the Report, and have the common purpose of the conservation and protection in perpetuity of the Protected Property as “a relatively natural habitat of fish, wildlife or plants or similar ecosystem” as that phrase is used in 26 USC 170 (h) (4) (A) (ii) and Section 170 (h) (4) (A) (ii) of Code by placing voluntary restrictions upon the use of the Protected Property and by providing for the transfer from the Grantor to the Grantee of affirmative rights for the protection of the Protected Property; and so as to qualify as a contribution of a “qualified conservation contribution” as that term is defined under Section 170 (h) (2) (C) of the Code; and

iv. Grantor and Grantee both acknowledge and recognize the importance of protecting and managing these resources and that the primary objective of this Easement is to manage and preserve the Protected Property so as to maintain or enhance the conservation values of the Watertown Use Areas, as defined in this Easement and corresponding habitat descriptions in the Baseline Documentation Report in such a manner as to provide considerable benefit to watertown populations and associated wetland dependent species of wildlife.

2. Open Space pursuant to a government policy. The Easement will protect 150 acres

of open space, including wetlands and riparian areas along Garden and Johnson Lakes and further government policies pursuant to Section 170(h)(4)(iii)(II) of the Code as follows:

i. The Land Use Plan of Crow Wing County, Minnesota, adopted by the County Government, has established goals and objectives of the County Government to protect natural resources, which can be accomplished through the protection of existing wildlife areas, and

ii. The Protected Property contains wetlands and riparian areas protected by the State of Minnesota through the *Minnesota Wetlands Conservation Act*, Minnesota Statutes 35-11-308 – 35-11-311, which was created to further the important public policy of protecting Minnesota’s Wetlands that provide benefits to the general

public in a variety of ways, including natural flood control, water purification, wildlife habitat as well as recreational opportunities; and

iii. Numerous statewide conservation plans in Minnesota recognize the need for improving and protecting Minnesota's shallow lakes and associated wetlands for wildlife habitat. The Minnesota Department of Natural Resources ("MN DNR") *Duck Recovery Plan* is the most specific of these plans, and it calls for the active management and protection of 1,800 shallow lakes. The MN DNR's *Tomorrow's Habitat for the Wild and Rare, An Action Plan for Minnesota Wildlife* identifies shallow lakes as supporting 8 wildlife species that are identified as Species of Greatest Conservation Need in the Pine Moraines and Outwash Plains subsection of the Laurentian Mixed Forest Province.

iv. **Significant public benefit.** By limiting development of the Protected Property, this Easement will yield a significant public benefit, and will thereby meet the requirements of a "significant public benefit" under Treas. Reg. Section 1.170A-14(d)(4)(iv)(A) as follows:

(a) The Protected Property is located adjacent to the public conserved lands and will contribute to the State of Minnesota's efforts to protect important habitat, which is consistent to the State's pattern of protecting unique habitat; and

(b) The Easement will protect wetlands in an area where such wetlands and habitat are threatened by shoreline development and human activity, and the conversion of such land would harm degrade the riparian areas of Garden and Johnson Lakes.

WHEREAS, the specific Conservation Values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report, dated June 2, 2011, a copy of which is on file with both the Grantor and the Grantee and which Report was made available by Grantor to Grantee prior to the date of this Easement. Both parties agree that the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement, as required by Treasury Reg. 1.170 A-14 (g) (5), and is intended to serve as an objective informational baseline outlining the Conservation Values present on the Protected Property at the time of this Easement, as well as for monitoring compliance with the terms and conditions of this Easement on at least an annual basis. "Conservation Values" are

defined as those characteristics of the Protected Property which exemplify "a relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in 26 USC 170 (h) (4) (A) (ii) and Section 170 (h) (4) (A) (ii) of the Code, and/or other particular natural resources perpetually protected for the benefit of the public on the Protected Property; and

WHEREAS, Grantor represents that the Protected Property is free and clear of any liens or encumbrances that could have a material adverse effect on this Easement and that, as owner of the Protected Property, Grantor has access thereto, the right to convey this Easement to the Grantee, and the right to preserve and protect the Conservation Values of the Protected Property in perpetuity.

NOW, THEREFORE, the Grantor, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions and restrictions set forth herein and as an absolute and unconditional gift, does hereby freely bargain, and convey unto the Grantee, and its successors and assigns, the Easement over the Protected Property subject to the covenants, conditions and restrictions hereinafter set forth which will run with the land and burden the Protected Property in perpetuity.

Section I

PURPOSE

Conservation Purposes. This Easement is granted to ensure that the Protected Property will be retained **in perpetuity** predominantly in its relatively natural state to benefit the public and to prevent any use that would significantly impair or interfere with the Conservation Values of the Protected Property, as defined in the Report and herein, while allowing for traditional uses that are compatible with and not destructive of those Conservation Values. The grant of this Easement will serve the purpose of providing significant public benefit by protecting and conserving in perpetuity the important waterfowl and wildlife habitat and the ecological integrity of the Protected Property, including its wetlands, natural communities and biological diversity. The grant of this Easement shall also protect open space pursuant to the following clearly delineated governmental conservation policies: *Land Use Plan of Crow Wing County; Minnesota Wetlands Conservation Act; Minnesota Department of Natural Resources' Duck Recovery Plan; and, The North American Waterfowl Management Plan.*

GRANTEE'S AFFIRMATIVE RIGHTS

Section II

Grantee shall have the right to protect the Conservation Values of the Protected Property and to prevent any activity on, or use of the Protected Property that is inconsistent with the Purpose of this Easement and to require the restoration to the condition immediately before such activity or use of any areas or features of the Protected Property that may be damaged by any such inconsistent activity or use.

2.1 Right of Entry and Access & Enforcement. The Grantee shall have the right, with prior notice to Grantor, to enter the Protected Property for the purposes of the inspection and protection of the Conservation Values of the Protected Property and to enforce the terms of this Easement. The right of entry and access herein described does not extend to the public or any person or entity other than the Grantee, its agents, employees, successors, and/or assigns. In the event of an emergency and/or any circumstances which may cause immediate harm to the Conservation Values, the Grantee may seek immediate injunctive relief to mitigate such harm.

2.2 Value Used as Match. Grantee shall have the right to use the value of this Easement as match for any state, local, or Federal conservation grant. Should it be used for a match for a North American Wetland Conservation Act ("NAWCA") grant, Grantee hereby agrees to be bound by the terms of any NAWCA grant as it relates to the Protected Property.

2.3 Management Plan. The Grantee shall have the right, at its discretion, to develop a management plan for rare or endangered plant or animal species in the event that they are found to exist on the Protected Property and to implement said plan with the permission of the Grantor which permission shall not be unreasonably withheld or delayed. Costs for such a plan shall be paid by Grantee.

2.4 Lake Outlet Management. The Grantee shall have the specific right of access with prior notice to Grantor for Grantee or a third party selected by Grantee to enter the Protected Property for the purpose of inspecting, maintaining, and managing the outlet of Johnson Lake to maintain natural flow through the outlet. Management may include removal of obstructions in the outlet and trapping or removal of beavers. Access to the lake outlet shall not unreasonably interfere with Grantor's use and enjoyment of the Protected Property.

RESERVED RIGHTS AND RESTRICTIONS

Section III

Notwithstanding any provision to the contrary contained in this Easement, the Grantor reserves for itself and its heirs, successors and assigns all rights with respect to the Protected Property except as provided herein, including without limitation, the right of exclusive use, possession and enjoyment of the Protected Property, and the right to sell, mortgage or otherwise encumber the Protected Property, subject to the restrictions and covenants set forth in this Conservation Easement. The Grantor must give written notice to the Grantee in the manner described in Section 4.7 to Grantee prior to exercising any reserved right that may have an adverse impact on the Conservation Values associated with the Protected Property. The exercise of all reserved rights will be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement. Uses. As of the date of the grant of this Easement, the Grantor uses the property for non-commercial outdoor recreation. Under this Easement, the Grantor reserves the right to continue such uses, as well as other uses permitted under the terms of this Easement, provided that Grantor undertakes such uses only in a manner consistent with the Conservation Values of the Protected Property. Accordingly, except for those current uses and reserved rights that are consistent with the protection and conservation of the Protected Property's Conservation Values, there shall be no commercial or industrial activity undertaken or allowed on the Protected Property; no residential development; no agricultural activities; nor shall any rights of passage, rights of way, or easements across or upon the Protected Property be allowed or granted to third parties for an incompatible use.

3.2 Subdivision. The Protected Property may be subdivided one (1) time only to create two (2) separate parcels that may be under separate ownership. The entire, original tract and the additional subdivided tract shall remain under unified ownership, which may be joint or undivided and both tracts shall be subject to the terms of this Easement. The Protected Property may not be further subdivided, partitioned, or otherwise divided from the whole for residential development notwithstanding that the Protected Property may have been acquired in separate parcels or lots or may be subject to an approved subdivision; for sale

or transfer in multiple undeveloped parcels; or for any purpose that would create lots, parcels, or *de facto* parcels in separate ownership including horizontal property regimes. *Exceptions.* The Grantor may enter into boundary line agreements that result in conveyances of parcels smaller than the whole to resolve bona fide boundary disputes, so long as such conveyances are

a. For legally necessary purposes;

b. Accomplished via deed and recorded pursuant to State conveyancing regulations;

c. Given prior, written consent by the Grantee, which shall not be unreasonably withheld, provided that any conveyances have a *de minimis* effect on the total acreage of land protected under this Conservation Easement;

d. Subject to the terms and conditions of this Conservation Easement including, but not limited to, provisions restricting conveyed parcels from development and the building of structures on the conveyed parcels; AND

e. Consistent with the Conservation Purposes of this Conservation Easement and will not negatively affect the Conservation Values of this Conservation Easement and will have a *de minimis* effect on the Grantee's annual monitoring and stewardship responsibilities outlined in Section 2.1 above.

f. Any portion of the Protected Property may be conveyed to an entity that meets the qualification set forth in Section 4.10, for permanent conservation ownership by such a qualified entity, so long as said transfer meets the requirements of Section 3.2(a) – (e) above.

3.3 Structures. There shall be no construction or placing of buildings, docks, bridges, or other structures including, but not limited to, transmission or receiving towers, energy facilities, or water tanks on the Protected Property. There will be no mobile homes, house trailers, temporary shelter or vehicles of any sort providing permanent living quarters on the Protected Property. However, the Grantor reserves the following rights:

(a) The right to construct, maintain, repair, replace and relocate duck blinds, deer and turkey stands, gates, bridges, and wildlife observation platforms.

(b) If necessary for management purposes, the right to construct, repair and maintain new fences within the Protected Property, provided, however, that such new fence construction shall not have a negative effect on the movement of wildlife onto or off of

the Protected Property, and shall be subject to the approval of the Grantee, which shall not be unreasonably withheld.

3.4 Roads. There shall be no building of any new roads, nor widening of existing roads; however, the Grantor reserves the following rights:

(a) The right to maintain and replace existing roads at the same location with roads of like size and composition, as indicated in the Report.

(b) The right to widen existing roads for utility rights-of-way.

(c) The right to maintain roads which shall be limited to normal practices for non-paved roads, such as the removal of dead vegetation, necessary pruning or removal of hazardous trees and plants, application of permeable materials necessary to correct erosion, placement of culverts, water control structures, and bridges, and maintenance of roadside ditches.

3.5 Leases. The Grantor reserves the right to lease, or grant other less-than-fee interests in all or a portion of the Protected Property for any use permitted to the Grantor under this Easement, provided that such lease or other interest is consistent with and subject to the terms of this Easement, and is not of a nature or terms as to constitute an impermissible subdivision of the Protected Property, and no lease or license for hunting or fishing purposes may be for a term longer than one year. This provision shall prohibit commercial "day hunting" or "pay per gun" uses only. A sporting and/or hunting club shall be specifically allowed.

3.6 Water Resources. The Grantor reserves the following rights related to water resources and shall provide Grantee with notice of all such activities described below in accordance with Section 4.7 of this Easement:

(a) The right to develop and maintain those water resources and wetlands on the Protected Property necessary to wildlife, private recreation, farming, and other agricultural uses permitted by this Easement, so long as such development and maintenance does not impair any of the water resources or wetlands existing on the Protected Property at the time of the granting of this Easement and shown in the Report. Development of these resources shall be conducted in a manner that utilizes Best Management Practices. Permitted activities shall include, but are not limited to, the right

to develop, restore and enhance water resources for wildlife, the right to undertake bank stabilization measures, and the right to restore streams and watercourses.

(b) The right to repair, replace or maintain existing and/or historic wetland impoundments, levees, control gates and water control structures shown in the Report.

(c) The right to construct new impoundments and water control structures ("New Impoundments"). The impoundments are recognized by both Grantor and Grantee as beneficial to waterfowl and other wetland dependent plants and animals. To the greatest extent feasible and practical, management of any impoundments will be carried out in a manner that is conducive to providing feeding and nesting habitat for waterfowl, shorebirds, wading birds and birds of prey. Within the existing impoundments internal ditching and diking will be allowed.

(d) The right to undertake wetland restoration work. Wetland restoration work for the purposes of this Easement is defined as the rehabilitation of altered wetland systems to enhance ecosystem functions such as the provision of quality habitat for waterbirds and other wetland species. This also includes the right to move and alter soil on the Protected Property for the purposes described within this section. The Grantor shall provide notice to the Grantee pursuant to Section 4.7 of this Easement and obtain Grantee's approval prior to the commencement of any work described in this Section.

The Grantee's approval of such work shall not be unreasonably withheld.

3.7 Clearings. There shall be no clear cutting of trees or creation of fields; however, the Grantor reserves the following rights:

(a) The right to construct firebreaks as necessary.

3.8 Vegetation Maintenance. As of the date of the grant of this Easement, the Protected Property is in a substantially natural state, comprised predominantly of woodlands and emergent wetlands as depicted and identified in the Report. Vegetation may not be cut, disturbed, altered or removed from the Protected Property, except that the Grantor reserves the following rights:

(a) Subject to other provisions of this Easement, the right to **periodically** selectively cut, burn, mow, reseed, graze and clear invasive brush, trees and other vegetation for the specific purposes of restoring, enhancing and protecting native vegetation, and improving wildlife habitat. The Grantor shall provide notice to the Grantee as described in Section

- 4.7 of any substantial vegetation management activities that may adversely affect the conservation purposes of this Easement, and Grantor shall obtain Grantee's approval of such activities, which shall not be unreasonably withheld. For notice and approval purposes, "Substantial Vegetation Management Activities" shall include, but not be limited to burning, mowing, brush cutting or otherwise altering a combined area larger than 5 acres per year.
- 3.9 Topography and Minerals. There will be no filling, excavating, dredging, quarrying, mining, drilling or use of any surface or subsurface mining method; no removal of topsoil, sand, gravel, rock, peat, minerals, gas, oil, or other hydrocarbon products or other materials; and no change in the topography of the Protected Property in any manner except as may be reasonably necessary and incidental to carrying out any improvements and uses that are permitted on the Protected Property by this Easement. No sale of surface or subsurface minerals or mineral rights, including, but not limited to, gravel, sand, rock or topsoil from the Protected Property is permitted. No exploration or extraction of minerals, gas, oil or related hydrocarbons by any surface mining method, within the meaning of Section 170(h)(5)(B) of the Code and the regulations is permitted.
- 3.10 Exotics. There shall be no purposeful introduction of non-native plant or animal species.
- 3.11 Agriculture. There shall be no agricultural activities permitted on the Protected Property. For purposes hereof, "agriculture" shall include, but not be limited to: ranching and animal husbandry; and the production and sale of plant and animal products, including annual or seasonal planting of crops for grain, lint, sugar, fruits, vegetables, and biomass or other sources of bioenergy. "Ranching and animal husbandry" shall include haying, and the pasturing, grazing, feeding, watering, and caring for livestock. Activities related to agriculture that are also prohibited, include, but are not limited to: (i) the creation and maintenance of irrigation systems, (ii) the location, construction, and maintenance of wells, watering facilities and ponds in connection with commercial agricultural or other commercial activities, and (iii) the stocking or trapping of fish or other aquatic organisms or access provided to a third party for commercial or non-commercial (recreational) aquaculture purposes.
- 3.12 Environmental Credits and Government Programs. The Grantor reserves the right to participate in private, Federal, State, or County conservation and/or preservation

programs existing now or permitted in the future for any activity or use permitted on the Protected Property under this Easement, including but not limited to the Farm Bill Conservation Programs, the Partners for Wildlife Program, carbon sequestration, greenhouse gas credits, endangered species credits, water quality credits, and ground water credits.

3.13 Hunting and Fishing. The Grantor reserves the right to undertake recreational hunting and fishing on the Protected Property for the Grantor, Grantor's family members and Grantor's guests. The Grantor also reserves the right to participate in programs offered by non-profit organizations or by Federal, State, County or local government agencies, existing now or permitted in the future, which may allow temporary public access to the Protected Property for the purposes of recreational hunting and fishing, so long as the participation in such a program does not materially affect in an adverse manner waterfowl habitat located on the Protected Property, as determined by the Grantor. Grantor shall provide notice to the Grantee of participation in such programs, and the Grantee shall provide its approval, which shall not be unreasonable withheld, so long as the Grantee determines that such participation shall not adversely affect the Protected Property's conservation values.

3.14 Refuse and Underground Storage Tanks. No portion of the Protected Property shall be used for sanitary landfill, for the installation of any underground storage tanks, for the installation and use of an incinerator for the destruction of waste material or for the dumping, storing, disposal or treatment or refuse, trash, garbage, rubbish, junk, ashes, or hazardous substances or waste.

3.15 Pollutants. Grantor shall not release, generate, treat, dispose, or abandon any substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation or requirement as hazardous, toxic, polluting or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment on the Protected Property. The Grantor reserves the right to use agrichemicals, including, but not limited to, fungicides, fertilizers, biocides, herbicides and rodenticides, but only in those amounts and with that frequency of application as approved by the laws and regulations of the United States and the State of Minnesota and as constituting the

3.19 Use Inconsistent with Purpose. The parties recognize that this Easement cannot address every circumstance that may arise in the future. The Grantor has the right to engage in any and all acts or uses not expressly prohibited herein that are not inconsistent with the Purpose of this Easement. Any use or activity not reserved in this Section which is inconsistent with the Purpose of this Easement or which materially threatens the Purpose of this Easement is prohibited. In the event that there is a dispute between the Grantor and the Grantee as to whether or not an activity or use is prohibited the parties will resolve the matter in accordance with the provisions of Section 4.17 of this Easement.

3.18 Invasive Species. The Grantor reserves the right to control the spread of noxious or invasive plant species as may be needed to protect the Conservation Values of the Protected Property. The Grantor also reserves the right to control nuisance animals, invasive animals and non-native animals to protect the Conservation Values of the Protected Property. 'Animals' shall include mammals, birds, fish, reptiles or any other non-plant species that may adversely affect the Protected Property's Conservation Values. Control of any such plant or animal shall be undertaken in a manner that is consistent with the terms of this Easement and does not harm the Conservation Values of this Easement. The Grantor shall notify the Grantee prior to undertaking such activities and obtain the Grantor's approval as described in Section 4.7 of this Easement. Grantee's approval shall not be unreasonably withheld.

3.17 Timber. There shall be no cutting or harvesting of timber on the Protected Property, however, the Grantor reserves following rights:
 (a) The right to cut and/or harvest dead or diseased trees and trees that present hazards to persons or property and to clear brush and trim trees affecting structures and residences within the immediate vicinity of same.

3.16 Signs. There shall be no construction or placing of signs, including but not limited to, billboards, or any advertising materials of any sort on the Protected Property, however, signs indicating and identifying occupancy, directional signs, and signs advertising the sale of the Protected Property shall be permitted.

minimum necessary to accomplish reasonable activities permitted by the terms of this Easement.

GENERAL COVENANTS

Section IV

4.1 Baseline Documentation Report. The specific conservation values of the Protected Property on the date of this Easement are documented in the Baseline Documentation Report ("Report"), dated of even date herewith, a copy of which is on file with both the Grantor and the Grantee. Both parties agree the Report provides an accurate representation of the Protected Property and the condition of the same as of the date of this Easement as required by Treasury Reg. 1.170 A-14 (g) (5), and is intended to serve as an objective informational baseline for monitoring compliance with the terms of this Easement, and may include:

- A) The appropriate survey maps from the United States Geological Survey, showing the property line of the Protected Property and other contiguous or nearby protected areas;
- B) A map of the area drawn to scale showing all existing man-made improvements or incursions (such as roads, buildings, fences, or gravel pits), vegetation and identification of flora and fauna (including, for example, rare species locations, animal breeding and roosting areas, and migration routes), land use history (including present uses and recent past disturbances), and distinct natural features (such as large trees and aquatic areas);
- C) An aerial photograph of the Protected Property at an appropriate scale taken as close as possible to the date that this Easement is granted; and
- D) On-site photographs taken at appropriate locations on the Protected Property; and other documentation possessed (at present or in the future) by the Grantor which the Grantor shall make available to the Grantee, its successors and assigns, which documentation establishes the conditions of the Protected Property at the date of this Easement as required by Treasury Reg. 1.170A-14 (g) (5). The parties intend that the Report shall be used by Grantee to monitor Grantor's future uses of the Protected Property and practices thereon. The parties further agree that, in the event a controversy arises with respect to the condition of the Protected Property or a particular resource thereof, the parties shall not be foreclosed from utilizing any other relevant document, survey, or report to assist in the resolution of the controversy. Grantor and Grantee recognize that changes in agricultural technologies, including accepted farm and forest management practices may result in an evolution of agricultural activities on the Protected Property. Such evolution

shall be permitted so long as it is consistent with the Purpose of this Easement, and does not in any way materially impair or interfere with the conservation values of the Protected Property.

4.2

Cost of Ownership. Grantor, his heirs, successors, and assigns, shall retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of adequate liability insurance coverage. This includes the payment of any and all real estate taxes or assessments levied on the Protected Property by authorized local, county, state or federal officials. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Easement. Nothing in this Easement shall be construed as giving rise, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Protected Property, or any of Grantor's activities on the Protected Property, or otherwise to become an operator with respect to the Protected Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the corresponding state statutes.

4.3

Indemnification. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee as well as Ducks Unlimited, Inc., its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Protected Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitations, CERCLA and the corresponding state statutes by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Protected Property; and (3) the presence or release in, on, from, or about the Protected Property, at

any time, or any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

4.4 Public Access. No right of access to the general public to any portion of the Protected Property is conveyed by this Easement.

4.5 Subsequent Conveyances. The Grantor shall include reference to all terms and conditions of this Easement in any subsequent deed, or legal instrument by which the Grantor divests itself of either the fee simple in all or part of the Protected Property, or its possessory interest in any portion of the Protected Property. The Grantor shall comply with the notification requirements of Section 4.7 to notify the Grantee of any changes in ownership, transfer of title or other conveyance of the Protected Property.

4.6 Subsequent Liens. No provision of this Easement should be construed as precluding the right of the Grantor to use this Protected Property as collateral for a subsequent monetary loan or other form of borrowing.

4.7 Notices and requests for approval.
(a) Notice and Approval Requirements. Grantor agrees to notify Grantee prior to undertaking any activity or exercising any reserved right where such notice is required herein and as specifically indicated in Section III of this Easement. Grantor also agrees to obtain Grantee's approval prior to undertaking any activity that requires such approval herein and as specifically indicated in Section III of this Easement.

(b) Contents of Notice. Grantor's notices must include sufficient information to enable Grantee to determine whether Grantor's plans are consistent with the terms of this Easement and the conservation values and purposes hereof. Grantee shall not give its written consent and approval unless Grantor demonstrates that the proposed use, activities or exercise of reserved rights are consistent with the terms, conditions, and purposes of this Easement and will not diminish or impair the conservation values of the Protected Property.

(c) Method for Notice. Any notices or requests for approval required from the Grantor by this Easement shall be in writing and shall be delivered: (i) in person (to be

evidenced by a signed receipt); (ii) by certified mail, return receipt requested; (iii) by such commercial delivery service as provides proof of delivery; (iv) by regular U.S. mail; (v) by facsimile; or, (vi) by electronic mail, to Grantors and Grantee, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

GRANTEE

Wetlands America Trust, Inc.
One Waterfowl Way
Memphis, TN 38120-2351
Attn.: Director of Land Protection

With copy to:

Ducks Unlimited, Inc.
Great Plains Regional Office
2525 River Road
Bismarck, ND 58503-9011

GRANTOR

James H. and Charmaine Donovan
18755 Tracside Road
Brainerd, MN 56401

Robert O. and Rachel Posch
12861 Perch Lake Drive
Baxter, MN 56425

Such notice shall be deemed to have been given: (i) when actually delivered in case of personal delivery; (ii) when delivered as confirmed by an official return receipt if sent by certified mail; (iii) within two business days of deposit with a commercial delivery service; (iv) when actually received in the case of U.S. mail; (v) when sent as evidenced with a confirmation of delivery if sent by facsimile; or (vi) when received if sent by electronic mail.

(d) *Time for Notice.* Where Grantor is required to provide notice to Grantee pursuant to this Easement, such notice as described hereinabove shall be given in writing thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

4.11 Limitations on Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or Easement directly.

4.10 Assignment by Grantee. The benefits of this Easement shall be in gross and shall be assignable by the Grantee. In the event of an assignment, or if Grantee shall cease to exist or be a qualified organization under Section 170(h) of the Code, Grantee shall notify the Legislative-Citizens Commission on Minnesota Resources (hereinafter "LCMR") or its successor, pursuant to the funding agreement(s) described in this Easement. Upon receiving such notice, LCMR shall choose the appropriate State agency to become the Holder of this Easement or allow the Grantee and Grantor to determine the Assignee, only upon the following conditions: (i) the Grantee shall require that the Purpose of this Easement continues to be carried out by the Assignee, and (ii) the Assignee, at the time of the assignment, must qualify under Section 170 (h) of the Code, and applicable regulations thereunder, and under Minnesota law and must be eligible to receive this Easement directly.

4.9 Perpetuity. The burdens of this Easement will run with the Protected Property and will be enforceable against the Grantor and all future owners in perpetuity during their respective periods of such ownership.

4.8 Severability. In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms will remain valid and binding.

(e) Response by the Grantee. Grantee, upon receipt of Grantor's request, shall acknowledge receipt of the same. Following review of the materials provided by Grantor, Grantee, shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within forty-five (45) days from the date which it was received shall be deemed a grant of such request. No proposed activity may proceed without Grantee's written consent and approval as provided herein. Any activity deemed a grant of approval through Grantee's failure to respond in a timely manner that is inconsistent with the Conservation Purposes and Values of this Easement shall not be allowed.

any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment of this Easement, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, Grantor and Grantee shall divide the proceeds from such sale (minus any amount attributable to the value of improvements made by Grantor after the effective date of the Easement, which amount is reserved to Grantor) in accordance with their respective percentage interests in the fair market value of the Protected Property, as such percentage interests are determined under the provisions of paragraph Section 4.12, adjusted, if necessary, to reflect a partial termination or extinguishment of the Easement. All such proceeds received by Grantee shall be returned to the ENRTF. The Grantee shall notify LCCMR of any such pending extinguishment actions and provide the full amount of such proceeds Grantee may receive in the event of termination or extinguishment of this Easement to the ENRTF through the LCCMR pursuant to the terms and conditions of the grant agreement(s) identified in this Easement and any relevant statutes or regulations.

4.12 Percentage Interests. For purposes of this paragraph, the parties hereto stipulate that as of the effective date of this Easement, the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. Said percentage interests shall be determined by the ratio of the value of the Easement on the effective date of this Easement to the value of the Protected Property, without deduction for the value of the Easement, on the effective date of this Easement. The values on the effective date of this Easement shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this Easement, pursuant to Section 170(h) of the Code. For purposes of this paragraph, the ratio (as finally determined in accordance with the preceding sentence) of the value of the Easement in proportion to the value of the Protected Property unencumbered by the Easement shall remain constant, and the percentage interests of Grantor and Grantee in the fair market value of the Protected Property thereby determinable shall remain constant (except to reflect any such amendment).

4.13 Eminent Domain/Condemnation. Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and Grantee shall each take

4.15 Notice of Breach, Enforcement, and Grantee's Remedies. Grantee has the right to enforce this Easement by proceedings in law and in equity, including without limitation the right to require the restoration of the Protected Property to a condition existing immediately prior to the violation complained of in compliance herewith. 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 Protected Property resulting from any use or activity inconsistent with the Purpose herein, to restore the portion of the Protected Property so injured to the condition existing amendment.

4.14 Amendments. This Easement shall not be amended, modified, or terminated except in writing in a document signed by Grantor and Grantee. No amendment shall be allowed that would adversely affect the qualifications of this Easement as a charitable gift or the status of the Grantee under any applicable laws, including Section 170 (h) of the Code or the laws of Minnesota. Any such amendment shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration, shall not permit additional development other than development permitted by this Easement on its effective date, and shall not permit any impairment of the significant conservation values of the Protected Property. Any such amendment shall be recorded in the land records of Crow Wing County, Minnesota. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment.

Easement and any relevant statutes or regulations.

LCCMR pursuant to the terms and conditions of the grant agreement(s) identified in this event of termination or extinguishment of this Easement to the ENRTF through the domain actions and provide the full amount of such proceeds Grantee may receive in the returned to the ENRTF. The Grantee shall notify LCCMR of any such pending eminent Protected Property on the date of the execution of this Easement. Such funds shall be the Grantee in shares in proportion to the fair market value of their interests in the unencumbered by the restrictions hereunder) will be distributed between the Grantor and for purposes of this section, proceeds from any lawful sale of the Protected Property all incidental or direct damages resulting from the taking. The net proceeds (including, appropriate actions at the time of such taking to recover the full value of the taking and

failure to act. The rights hereby granted will be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for enforcement of this Easement.

4.17

Resolution of Disputes. The parties shall promptly and in good faith attempt to resolve any dispute arising out of or relating to this Conservation Easement. If those negotiations are not successful, the parties shall in good faith attempt to resolve the dispute through mediation. The parties shall appoint a mutually acceptable person. If the parties cannot agree on who should serve as mediator, each party shall submit to the other a list of three potential mediators acceptable to them. Each party shall then strike two names from the list provided by the other. The two people remaining in the lists shall confer and jointly name a mediator. The mediation will be held no later than ninety days after the dispute has arisen, and the costs of the mediation shall be shared equally by the parties. Except as provided in Section 4.15 of this Conservation Easement, no judicial action may be instituted by either party until after such mediation has been held. If the mediation is not successful and a judicial action is instituted, the parties shall not assert the defense of the statute of limitations or laches based upon the time devoted to attempting to resolve the dispute in accordance with this Section.

4.18

Warranty of Title. Grantor hereby warrants and represents that the Grantor is seized of the Protected Property in fee simple and has the right to grant and convey this Easement in perpetuity, that the Protected Property is free and clear of any and all encumbrances, except easements of record and prescriptive easements, purchase money or other mortgages, and mineral right reservations, if any, and that the Grantee and its successors and assigns shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

4.19

Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of Minnesota.

4.20

The Grantor shall file this instrument and any amendment with the Registrar of Deeds of Crow Wing County, Minnesota as soon as is practicable after all signatures have been obtained and the Grantee may re-file it and any amendments to the Easement at any time as may be required to preserve its rights in this Easement. No merger shall be deemed to have occurred hereunder or under any documents executed in

the future affecting this Deed of Conservation Easement, unless the parties expressly state that they intend a merger of estates or interests to occur.

4.21 Entire Agreement and Counterparts. This instrument was drafted with the mutual efforts of Grantor and Grantee and 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. This Easement may be executed in multiple counterparts. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 4.14.

4.22 LEGAL, TAX, AND OTHER ADVICE. GRANTOR REPRESENTS THAT IT HAS CONSULTED GRANTOR'S ATTORNEY, ACCOUNTANT, AND OTHER APPROPRIATE EXPERTS FOR ADVICE RELATING TO THIS CONSERVATION EASEMENT AND ANY POTENTIAL TAX BENEFITS THAT MAY INURE TO GRANTOR IN CONNECTION WITH THIS EASEMENT. GRANTOR REPRESENTS THAT GRANTOR HAS RECEIVED \$132,000.00, WHICH IS THE FULL APPRAISED VALUE OF THE EASEMENT IN EXCHANGE FOR THIS EASEMENT. GRANTOR WARRANTS, REPRESENTS AND AGREES THAT GRANTEE HAS MADE NO WARRANTY OR REPRESENTATION RELATING TO (A) THE VALUE OF THE PROPERTY OR METHODOLOGY OR TECHNIQUES USED OR USEFUL IN ASCERTAINING OR APPRAISING THE VALUE OF THE PROPERTY (EITHER BEFORE OR AFTER THE GRANTING OF THIS CONSERVATION EASEMENT), (B) ANY ENTITLEMENT TO TAX BENEFITS BY GRANTOR OR THE AMOUNT OF ANY SUCH BENEFITS, OR (C) WHETHER THE CONVEYANCE BY GRANTOR OF THIS CONSERVATION EASEMENT CONSTITUTES A "QUALIFIED CONSERVATION CONTRIBUTION," AS SUCH TERM IS DEFINED IN SECTION 170(H) OF THE CODE.

TO HAVE AND TO HOLD this Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or equity, either in possession or expectancy, for the proper use and benefit of the Grantee, its successors and assigns, forever. **IN WITNESS WHEREOF**, the Grantor has set his hand and seal and the Grantee has caused this Easement to be signed in its name and its corporate seal to be affixed hereto.

GRANTOR:

[Signature]

Robert O. Posch

[Signature]

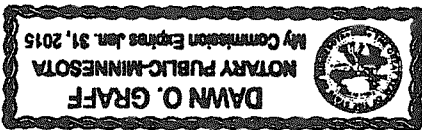
Rachel Posch

State of Minnesota
County of Crow Wing

The foregoing instrument was acknowledged before me on this 14th day of June, 20 11, by Robert O. Posch, husband of Rachel Posch as his free act and deed.

[Signature]

Notary Public

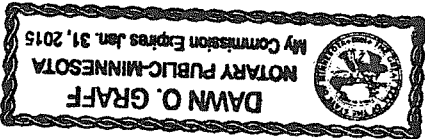


State of Minnesota
County of Crow Wing

The foregoing instrument was acknowledged before me on this 14th day of June, 20 11, by Rachel Posch, wife of Robert O. Posch, as her free act and deed.

[Signature]

Notary Public



Signature Page Continued
Grantor's Signature

GRANTOR:

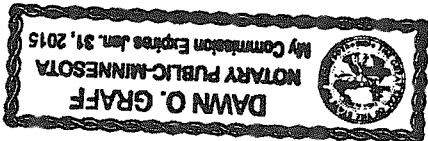
James H. Donovan
James H. Donovan

Charmaine Donovan
Charmaine Donovan

State of Minnesota
County of Crow Wing

The foregoing instrument was acknowledged before me on this 14th day of June, 2011, by James H. Donovan, husband of Charmaine Donovan, as his free act and deed.

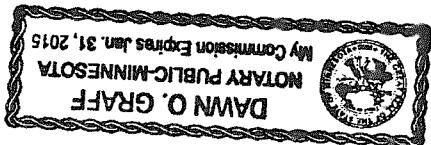
Dawn O. Graff
Notary Public

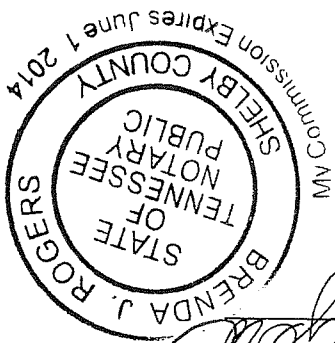


State of Minnesota
County of Crow Wing

The foregoing instrument was acknowledged before me on this 14th day of June, 2011, by Charmaine Donovan, wife of James H. Donovan, as her free act and deed.

Dawn O. Graff
Notary Public





Brenda J. Rogers
 Notary Public

In witness whereof I hereunto set my hand and official seal.

Secretary.
 purposes therein contained, by signing the name of the corporation by himself as Assistant
 such Assistant Secretary, being authorized so to do, executed the foregoing instrument for the
 Inc., a non-profit corporation organized under the laws of the District of Columbia, and that he as
 Graves, who acknowledged himself to be the Assistant Secretary of Wetlands America Trust,
~~Brenda J. Rogers~~ the undersigned Notary Public, personally appeared Randy L.

On this the 13th day of June, 2011, before me

State of TENNESSEE
 County of SHELBY

By: *Randy L. Graves*
 Randy L. Graves
 Assistant Secretary

WETLANDS AMERICA TRUST, INC.

GRANTEE:
 Signature Page Continued
 Grantee's Signature

Exhibit "A"

Legal Description

Real property in the City of Brainerd, County of Crow Wing, State of Minnesota, described as follows:

Parcel 1:

Government Lot 1, Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota.
And
The Northeast Quarter of the Northeast Quarter, Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota.
And
The Northwest Quarter of the Northeast Quarter, Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota.
And
Government Lot 2, Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota.

EXCEPT the South 309.16 feet of the West 372.12 feet thereof.

Parcel 2:

A 33.00 foot easement for ingress, egress and utility purposes over, under and across that part of the Southeast Quarter of the Southwest Quarter and Government Lot 3, all in Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota, the centerline of which is described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 88 degrees 12 minutes 51 seconds West 19.10 feet, assumed bearing along the south line of said Southeast Quarter to the point of beginning of the centerline to be described; thence North 01 degree 47 minutes 09 seconds West 136.33 feet; thence northwesterly along a tangential curve concave to the southwest having a radius of 175.00 feet, a central angle of 46 degrees 02 minutes 02 seconds for an arc length of 140.60 feet; thence North 47 degrees 49 minutes 11 seconds West 77.31 feet; thence North 27 degrees 01 minutes 29 seconds East 501.30 feet; thence North 14 degrees 01 minute 10 seconds East 500.48 feet; thence North 29 degrees 21 minutes 51 seconds East 127.40 feet to the north line of said Government Lot 3 and said centerline there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the south line of said Southeast Quarter of the Southwest Quarter and at the north line of said Government Lot 3.

Parcel 3:

A 33.00 foot easement for ingress, egress and utility purposes over, under and across that part of

Government Lot 2, Section 9, Township 135 North, Range 28 West, Crow Wing County, Minnesota, the centerline of said easement is described as follows: Commencing at the southwest corner of said Government Lot 2; thence North 88 degrees 47 minutes 30 seconds East, assumed bearing along the south line of said Government Lot 2, a distance of 250.06 feet to the point of terminus of the easement described in Document No. 0702227, on file and of record in the office of the Recorder, said Crow Wing County, the point of beginning of the centerline to be described; thence North 33 degrees 58 minutes 58 seconds East, 224.53 feet to the east line of the West 372.12 feet of said Government Lot 2 and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said south line of Government Lot 2 and at said east line of the West 372.12 feet of Government Lot 2.

Parcel 4:

A 33.00 foot easement over and across that part of the Southeast Quarter of the Southeast Quarter, Section 4, Township 135 North, Range 28 West, Crow Wing County, Minnesota, the centerline of said easement is described as follows: Commencing at the northeast corner of said Southeast Quarter of the Southeast Quarter; thence South 89 degrees 55 minutes 17 seconds West 603.37 feet, assumed bearing along the north line of said Southeast Quarter of the Southeast Quarter to the beginning of the centerline to be described; thence South 07 degrees 20 minutes 40 seconds West 36.30 feet; thence Southwesterly 69.74 feet along a tangential curve, concave to northwest, having a radius of 63.01 feet and a central angle of 63 degrees 24 minutes 57 seconds; thence South 38 degrees 03 minutes 05 seconds East 65.90 feet, not tangent to last described curve; thence South 55 degrees 40 minutes 14 seconds East 68.09 feet; thence Southeasterly 120.70 feet along a tangential curve, concave to the southwest, having a radius of 134.05 feet and a central angle of 51 degrees 35 minutes 10 seconds; thence South 04 degrees 05 minutes 04 seconds East 63.94 feet, tangent to last described curve; thence South 14 degrees 07 minutes 33 seconds East 137.10 feet; thence South 11 degrees 26 minutes 32 seconds East 177.55 feet; thence Southerly 145.03 feet along a tangential curve, concave to the west, having a radius of 220.91 feet and a central angle of 37 degrees 36 minutes 58 seconds; thence South 26 degrees 10 minutes 26 seconds West 319.89 feet, tangent to last described curve; thence South 38 degrees 34 minutes 24 seconds West 60.44 feet; thence South 18 degrees 24 minutes 44 seconds West 86.84 feet; thence South 07 degrees 41 minutes 50 seconds West 119.72 feet to the south line of said Southeast Quarter of the Southeast Quarter and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said north and south lines of the Southeast Quarter of the Southeast Quarter.