

CLOSING AFFIDAVIT AND AGREEMENT - SELLER



Each undersigned, being the seller(s) (individually and collectively "Seller") of the property ("Property") covered by commitment number 784849 ("Commitment") issued by The Title Company LLC ("Company"), as agent for the underwriter shown on the Commitment ("Underwriter"), being first duly sworn, deposes, states and warrants, that:

- 1. Commitment: Except as shown on the Commitment, the Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters attaching against the Seller individually or against the Property.
2. Bankruptcy; Assignment to Creditors; Guardianship: The Seller is not the subject of a pending bankruptcy, a pending assignment for the benefit of creditors, or a pending guardianship.
3. Gap: The Seller has no notice or knowledge of any defects, liens, encumbrances, adverse claims or other matters first appearing in the public records, and attaching against the Seller or against the Property, between the effective date of the Commitment and the date of recording of the deed and/or mortgage to be insured.
4. Special assessments: There are no unpaid special assessments, charges for water or sewer hookup or service, or other tax liens on the Property, except: None (if none, so state).
5. Construction work: There has been no repair, remodeling or construction work done on the Property within the past six months except: None (if none, so state).
6. Tenants: There are no tenants and/or occupants (other than the buyer) who will stay on the Property after closing except: None (if none, so state; attach rent roll if necessary).
7. Association dues and assessments: There are no association dues owed to the Seller's condominium or homeowner's association, except: None (if none, so state).
8. Minerals: Seller has no notice or knowledge of any use of minerals or mining activity of any kind on the Property during the time that the Seller has owned the Property except: None (if none, so state).
9. Compliance Agreement: The Company has prepared certain closing documents ("Documents") in reliance upon information and materials obtained by the Company and/or supplied to the Company by others.
10. Legal Advice: The Seller acknowledges that: (a) the Company has not provided legal advice to the Seller, and (b) the Seller has had an opportunity to seek appropriate legal counsel to assist with the review of the Documents.
11. Real Estate Broker: All real estate brokers who are or will be entitled to a commission for the sale of the Property, and/or with whom there is a contract for the lease or management of the Property, have been paid.
12. Indemnity: The Seller understands that the Company shall rely upon these statements and representations to issue the title insurance policies on the Commitment.

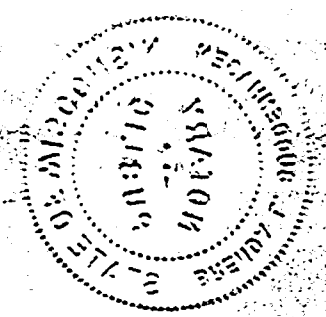
Dated: 10/20/2015
Timothy Kabat
Print Name: TIMOTHY KABAT
Jeri Lehrke
Print Name: Jeri Lehrke
for the City of La Crosse

Subscribed and sworn to before me this
20th Date of October, 2015
Doreen Budenberg
Notary Public, La Crosse County, WI.
My commission (expires) (is permanent)
11-2-18

THIS AFFIDAVIT IS BEING EXECUTED FOR THE BENEFIT OF THE COMPANY AND UNDERWRITER ONLY. THE RECEIPT OF THIS AFFIDAVIT BY THE COMPANY AND/OR UNDERWRITER DOES NOT CONSTITUTE AN ENDORSEMENT TO ANY TITLE INSURANCE COMMITMENT OR POLICY ISSUED OR TO BE ISSUED BY THE COMPANY OR UNDERWRITER.

TOP SECRET

[Faint, mostly illegible text covering the majority of the page, appearing to be a document or report.]



TOP SECRET

CRAWFORD COUNTY REGISTER OF DEEDS RECORDING DATA AREA

**CRAWFORD COUNTY CERTIFIED SURVEY MAP NO. 1353**

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ALL IN SECTION 18, TOWNSHIP 10 NORTH, RANGE 9 WEST, VILLAGE OF FERRYVILLE, CRAWFORD COUNTY, WISCONSIN.

Survey for:  
 La Crosse Municipal Airport  
 2830 Airport Road  
 La Crosse, WI 54603

Survey by:  
 Sean M. Walsh, RLS  
 Mcad & Hunt, Inc.  
 6501 Weiss Road  
 Madison, WI 53719

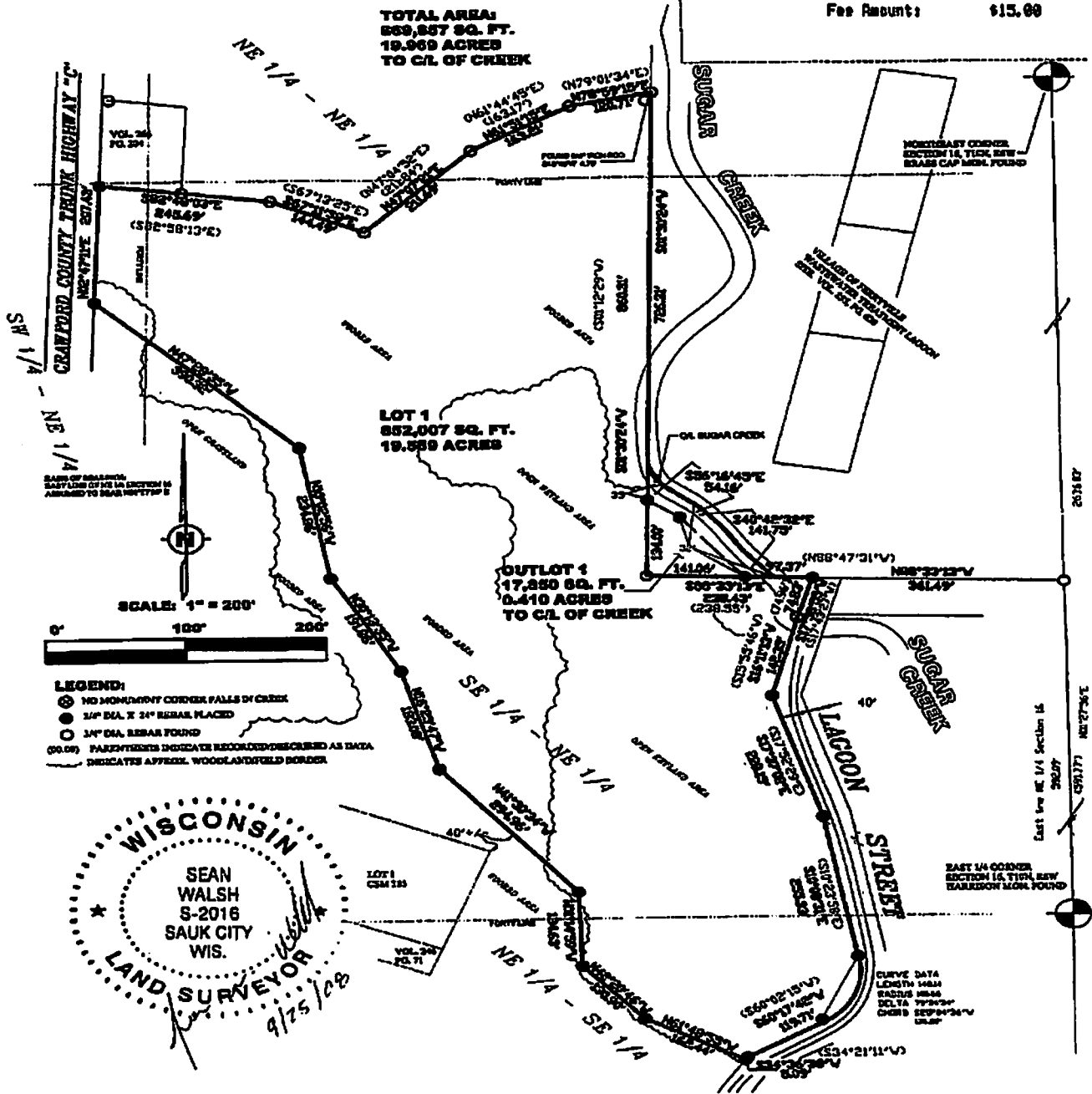
DOC# 304282

Filed  
 SEP. 29, 2008 AT 11:12AM  
 CRAWFORD COUNTY WISCONSIN  
 REGISTER OF DEEDS OFFICE  
 MELISSA C MEZERA - REGISTER  
 Fee Amount: \$13.00

TOTAL AREA:  
 859,857 SQ. FT.  
 19.969 ACRES  
 TO C/L OF CREEK

LOT 1  
 852,007 SQ. FT.  
 19.589 ACRES

OUTLOT 1  
 17,850 SQ. FT.  
 0.410 ACRES  
 TO C/L OF CREEK



LEGEND:  
 ○ NO MONUMENT CORNER FALLS BY CREEK  
 ○ 3/4" DIA. X 24" REBAR PLACED  
 ○ 3/4" DIA. REBAR FOUND  
 (00.00) PARALLELS INDICATE RECORDING DESCRIBED AS DATA  
 --- INDICATES APPROX. WOODLAND/FIELD BORDER

WISCONSIN  
 SEAN WALSH  
 S-2016  
 SAUK CITY  
 WIS.  
 LAND SURVEYOR  
 9/25/08

DOC# 304282



Stock No. 26273

CRAWFORD COUNTY CERTIFIED SURVEY MAP NO. 253 Cont'd.

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER ALL IN SECTION 16, TOWNSHIP 10 NORTH, RANGE 8 WEST, VILLAGE OF FERRYVILLE, CRAWFORD COUNTY, WISCONSIN.

Survey for: La Crosse Municipal Airport, 2850 Airport Road, La Crosse, WI 54603

Survey by: Sean M. Walsh, RLS, Mond & Fox, Inc., 6901 Waite Road, Madison, WI 53719

SURVEYOR'S CERTIFICATE

I, Sean M. Walsh, Registered Wisconsin Land Surveyor, do hereby certify the following:

That I have made this survey, land division and map at the direction of the owners listed hereon. That this map is a correct representation of the exterior boundaries of the land shown and the division thereof made. That this certified survey map is in full compliance with the provisions of Chapter A-E 7 of the Wisconsin Administrative Code, Chapter 236.34 of the Wisconsin Statutes and the applicable ordinances of the Village of Ferryville. That this land is located in part of the Northeast quarter of the Northeast quarter, part of the Southeast quarter of the Northeast quarter, part of the Southwest quarter of the Northeast quarter and part of the Northeast quarter of the Southeast quarter, all in Section 16, Township 10 North, Range 8 West, Village of Ferryville, Crawford County, Wisconsin, more particularly described as follows:

Commencing at the East quarter corner of Section 16; Thence North 01°27'56" East, along the East line of said Section 16, 582.09 feet; Thence North 88°33'13" West, 351.49 feet to a point on the West line of Lagoon Street and the point of beginning of the lands hereinafter described; Thence South 17°58'56" West, along said West line, 74.93 feet; Thence South 18°11'13" West, along said West line, 142.35 feet; Thence South 17°37'02" West, along said West line, 228.15 feet; Thence South 10°08'31" East, along said West line, 255.33 feet to a point on the arc of a 106.68 foot radius curve the center of which lies to the West; Thence Southerly, 148.14 feet along the arc of said curve having a central angle of 78°34'34" and said West line, having a chord bearing South 25°04'38" West, 135.52 feet to the point of tangency of said curve; Thence South 80°17'42" West, along said West line, 119.71 feet; Thence South 34°36'36" West, along said West line, 5.09 feet; Thence North 81°48'55" West, 182.44 feet; Thence North 42°20'48" West, 130.90 feet; Thence North 01°14'59" West, 134.63 feet; Thence North 41°30'34" West, 284.06 feet; Thence North 16°25'47" West, 183.06 feet; Thence North 30°13'35" West, 191.69 feet; Thence North 10°02'56" West, 234.68 feet; Thence North 47°28'35" West, 390.32 feet to a point on the East line of Crawford County Trunk Highway "C"; Thence North 02°47'11" East, along said East line, 207.43 feet; Thence South 82°48'03" East, 245.69 feet; Thence South 87°11'38" East, 144.48 feet; Thence North 47°07'21" East, 211.69 feet; Thence North 61°51'15" East, 163.21 feet; Thence North 78°59'15" East, 120.71 feet to a point on the West line of a parcel described in Vol. 255, Page 620; Thence South 01°30'24" West, along said West line, 729.31 feet to a point on a line meandering the Southwesterly side of Sugar Creek; Thence South 66°16'46" East, along said meander line, 54.18 feet; Thence South 40°42'32" East, along said meander line, 141.75 feet to the point of termination of said meander line on the South line of said parcel described in vol. 255, Page 620; Thence South 88°33'13" East, 97.37 feet along said line to the point of beginning; Including all those lands lying between the above described meander line and the centerline of Sugar Creek, containing a total area of 999,867 square feet or 19.969 acres of land.

OWNER'S CERTIFICATE:

As Owner of Lot 1 shown hereon, I do hereby certify that I caused the land described hereon to be surveyed, divided, mapped and dedicated as represented on the map.

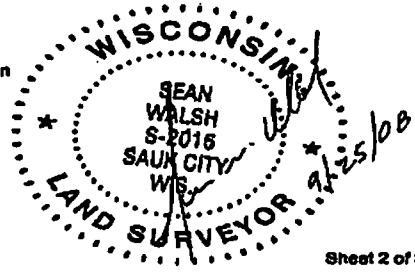
WITNESS the hand and seal of said owner this 29 day of Sept, 2008

In presence of: Arnold J. Harris 9-29-08  
Jay Harris Date

STATE OF WISCONSIN) as  
CRAWFORD COUNTY )

Personally came before me this 29 day of Sept, 2008. The above named ARNOLD J. HARRIS to me known to be the same person who executed the foregoing instrument and acknowledged the same.

(Notary Seal) Maisha Redenbaugh Notary Public, Wisconsin  
My commission expires 11-21-09



20a

20a

**CRAWFORD COUNTY CERTIFIED SURVEY MAP NO. 1253 Cont'd.**

LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER ALL IN SECTION 16, TOWNSHIP 10 NORTH, RANGE 6 WEST, VILLAGE OF FERRYVILLE, CRAWFORD COUNTY, WISCONSIN.

Survey for:  
La Crosse Municipal Airport  
2850 Airport Road  
La Crosse, WI 54603

Survey by:  
Sean M. Walsh, RLS  
Moed & Hunt, Inc.  
6301 Wells Road  
Madison, WI 53719

**OWNER'S CERTIFICATE:**

The Village of Ferryville, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner of Outlot one shown hereon does hereby certify that said Village caused the land described hereon to be surveyed, divided, mapped and dedicated as represented on the map.

IN WITNESS WHEREOF, the said Village has caused these presents to be signed by its President this 26 day of September, 2008

In presence of:  
Raymond Hubbard 9/26/08  
Ray Hubbard Date  
President, Village of Ferryville.

STATE OF WISCONSIN) as  
CRAWFORD COUNTY )

Personally came before me this 26<sup>th</sup> day of Sept., 2008.  
The above named Raymond Hubbard to me known to be the same person who executed the foregoing instrument and acknowledged the same.

(Notary Seal) Marilyn Badenbaugh Notary Public, Wisconsin  
My commission expires 11-01-08



**Village Approval Certificate:**

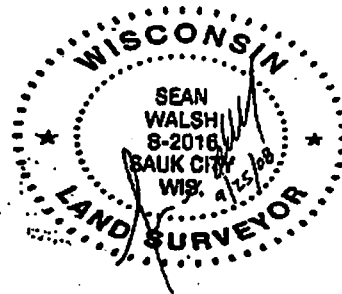
This CSM is hereby approved for the Village of Ferryville by the Village President.

Signed this 26 day of September, 2008

Ray Hubbard 9/26/08  
Ray Hubbard Date  
President, Village of Ferryville

Recorded 9/29/08 by M. Melissa C. Mazara,  
Crawford County Register of Deeds

**VOL. 11CSM PAGE 20-20a + 20b**



DOC# 304282

20b

Document Number  
**PERMANENT LIMITED EASEMENT**

Wisconsin Department of Transportation - Aeronautics  
Exempt from fee: s. 77.25(12) Wis. Stats.  
DT1468 97 Ch. 114 Wis. Stats.

THIS EASEMENT made by THE VILLAGE OF FERRYVILLE, WISCONSIN, GRANTOR, and THE CITY OF LA CROSSE, WISCONSIN, GRANTEE, conveys and warrants to the Grantee a permanent limited easement in property, which is described below, in exchange for the sum of One Thousand Eight Hundred Eight dollars (\$1,808.00).

This is not homestead property:

**LEGAL DESCRIPTION:**

The property that is subject to this Easement is identified as:

All that part of the Southeast Quarter of the Northeast Quarter of Section 16, Township 10 North, Range 8 West, Village of Ferryville, Crawford County, Wisconsin, bounded and described as follows:

- Commencing at the East quarter corner of Section 16;
- Thence North 01°27'56" East, along the East line of the Northeast quarter of Section 16, 167.32 feet;
- Thence North 88°29'56" West, 344.46 feet to a point on the Westerly right-of-way line of Lagoon Street and the East line of Crawford County Certified Survey Map Number 1253;
- Thence North 17°37'02" West, along said line, 84.23 feet to the point of beginning of the easement hereinafter described;
- Thence continuing North 17°37'02" West, along said line, 71.27 feet;
- Thence South 69°35'56" East, 50.77 feet to the East line of Lagoon Street;
- Thence South 17°37'02" East, along said East line, 40.00 feet;
- Thence South 72°22'58" West, 40.00 feet to the point of beginning.

Containing 2,225 square feet of land.

Alan L. Kirchner - Village President  
(Signature)


Alan L. Kirchner  
(Print Name)

Subit Seils - Village Clerk  
(Signature)

Bridget Schill  
(Print Name)

X46

DOC# 306738



Recorded  
JUNE 23, 2009 AT 02:48PM  
CRAWFORD COUNTY WISCONSIN  
REGISTER OF DEEDS OFFICE  
MELISSA C NAGEL - REGISTER  
Fee Amount: \$11.00  
Fee Exempt 77.25-(12)

This space is reserved for recording date

Return to:  
Wisconsin Department of Transportation  
Bureau of Aeronautics - Real Estate  
4802 Sheboygan Avenue - Room 701  
PO Box 7914  
Madison, WI 53707-7914

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Parcel Identification Number/Tax Key Number:  
12-126-0129-0000 (PT)  
12-126-0139-0000 (PT)

MAY 7, 2009  
(Date)

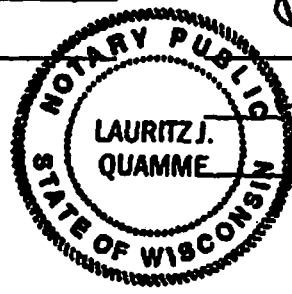
State of Wisconsin }  
Crawford County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

[Signature]  
(Signature, Notary Public, State of Wisconsin)

Lauritz J. Quamme  
(Print or Type Name, Notary Public, State of Wisconsin)

April 23, 2013  
(Date Commission Expires)



**Document Number**  
**QUIT CLAIM DEED**

Wisconsin Department of Transportation - Aeronautics  
Exempt from fee: s.77.25(12) Wis. Stats.  
DT1462 97

THIS DEED, made by The City of La Crosse, Wisconsin, **GRANTOR**, quit claims the property described below to the Mississippi Valley Conservancy Inc, **GRANTEE**, for good and valuable consideration.

Other persons having an interest of record in the property: None

This is not homestead property.

**Legal Description:**

A permanent limited easement (PLE) for drainage purposes located in the SE¼ of the NE¼, Section 16, Township 10 North, Range 6 West, Extended 4<sup>th</sup> Principal Meridian, Crawford County, Wisconsin, as recorded in Document #306738, Crawford County Register of Deeds Office.

THE CONDITIONS OF SAID PERMANENT LIMITED EASEMENT ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This space is reserved for recording data

Return to:

Becher-Hoppe Associates, Inc.  
Attn: Cheryl Schroeder  
PO Box 8000  
Wausau, WI 54402-8000

Parcel Identification Number/Tax Key Number

Part of 12-126-0129-0000

Part of 12-126-0139-0000

*Tim Kabat*  
(Signature)

Tim Kabat, Mayor of the City of La Crosse

(Print Name)

*Teri Lehrke*  
(Signature)

Teri Lehrke, City Clerk of the City of La Crosse

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

10-20-15

(Date)

State of Wisconsin

La Crosse

County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

*Brenda H. Buddenhagen*  
(Signature, Notary Public, State of Wisconsin)

Brenda Buddenhagen

(Print or Type Name, Notary Public, State of Wisconsin)

11-2-18

(Date Commission Expires)

1964

1965

1966

1967

1968

1969

1970

1971

1972

1973

1974

1975

1976

1977

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*





**ADDENDUM A  
QUIT CLAIM DEED CONDITIONS**

The **GRANTOR** is the owner and desires to transfer its interest in a Permanent Limited Easement (PLE) for drainage purposes. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties and that these covenants and agreements shall run with the land. The real estate described in this easement, owned by the Village of Ferryville, Wisconsin, shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

**Covenants.**

The following restrictive covenants shall run with and bind the permanent limited easement in perpetuity:

**GRANTEE**, may not sell, assign, or transfer the PLE separately from the Sugar Creek Wetland Mitigation Site.

**GRANTEE**, its successors or assigns, may have reasonable ingress and egress for personnel, equipment and vehicles to, and from, the Easement. **GRANTEE**, its successors or assigns, may construct, install, inspect or replace in kind a culvert within the PLE. For the life of PLE, **GRANTEE**, its successors or assigns, shall maintain and repair any culvert the **GRANTEE**, its successors or assigns, constructs within the PLE. The final location of the Grantee's culvert pipe will be a minimum of 1 foot vertically separated from the location of the existing village sanitary sewer line.

**Document Number**  
**QUIT CLAIM DEED**

Wisconsin Department of Transportation - Aeronautics  
Exempt from fee: s.77.25(12) Wis. Stats.  
BOA rev. 11/30/98

THIS DEED, made by The City of La Crosse, Wisconsin, **GRANTOR**, quit claims the property described below to the Mississippi Valley Conservancy Inc, **GRANTEE**, for good and valuable consideration.

Other persons having an interest of record in the property: None

This is not homestead property.

**Legal Description:**

Part of the NE¼ of the NE¼, part of the SE¼ of the NE¼, part of the SW¼ of the NE¼, and part of the NE¼ of the SE¼, all in Section 16, Township 10 North, Range 6 West, Extended 4<sup>th</sup> Principal Meridian, Crawford County, Wisconsin, more particularly described as Lot 1 and Outlot 1 of Certified Survey Map #1253, recorded as Document #304282, Crawford County Register of Deeds Office.

THE CONDITIONS AND COVENANTS OF SAID QUIT CLAIM DEED ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A IS ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

This space is reserved for recording data

Return to:

Becher-Hoppe Associates, Inc.  
Attn: Cheryl R. Schroeder  
PO Box 8000  
Wausau, WI 54402-8000

Parcel Identification Number/Tax Key Number

12-126-0140-0005  
12-126-0140-0010

Tim Kabat  
(Signature)

Tim Kabat, Mayor for the City of La Crosse  
(Print Name)

Teri Lehrke  
(Signature)

Teri Lehrke, City Clerk for the City of La Crosse  
(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

10-20-15  
(Date)

State of Wisconsin

La Crosse County } ss.

On the above date, this instrument was acknowledged before me by the above-named person(s) or officers.

Brenda H. Buddenhagen  
(Signature, Notary Public, State of Wisconsin)

Brenda H. Buddenhagen  
(Print or Type Name, Notary Public, State of Wisconsin)

11-2-18

(Date Commission Expires)

**ADDENDUM A  
QUIT CLAIM DEED CONDITIONS**

The **GRANTOR** is the owner and desires to preserve the wetland conveyed under this Quit Claim for public use and benefit. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, and that these covenants and agreements shall run with the land.

**Purpose.** The GRANTOR has received a Section 404 Clean Water Act permit (IP 2009-1030-BCN) under the Federal Clean Water Act (33 U.S.C. §1251 et seq. 1972) for which purpose this Sugar Creek Mitigation Site has been restored to wetland conditions in full compliance with this permit and which conditions must be protected in perpetuity by these restrictive covenants.

**Inspection.** The right of the Army Corps of Engineers (USACE) and the Wisconsin Department of Natural Resources (WDNR) to enter the Sugar Creek Wetland Mitigation Site, in a reasonable manner, at reasonable times and with due notice, for the purpose of inspecting the Sugar Creek Wetland Mitigation Site to determine if the GRANTEE or successor is complying with the lease or deed restrictions. Further reserve the right of representatives of the above named entities to observe, study, record, make scientific studies and educational observations.

**Covenants.**

The following restrictive covenants that shall run with and bind in perpetuity, the Sugar Creek Wetland Mitigation Site, said site being more particularly described as follows:

Part of the NE¼ of the NE¼, part of the SE¼ of the NE¼, part of the SW¼ of the NE¼, and part of the NE¼ of the SE¼, all in Section 16, Township 10 North, Range 6 West, Extended 4th Principal Meridian, Crawford County, Wisconsin, more particularly described as Lot 1 and Outlot 1 of Certified Survey Map #1253, recorded as Document #304282, Crawford County Register of Deeds Office,

**EXCEPTING THEREFROM** that parcel of land described on the Parking Lot Exception Area Exhibit attached hereto and made a part hereof by reference, described as follows:

Part of Lot 1 of Crawford County CSM 1253 located in part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 10 North, Range 6 West, Village of Ferryville, Crawford County, Wisconsin, containing 2500 square feet (0.0574 acres) described as follows: Commencing at the East quarter corner of Section 16; thence along the East line of said Section 16, North 01°27'56" East, 592.09 feet; thence North 88°33'13" West, 361.49 feet to the East line of said CSM 1253; thence along said East line, South 17°58'55" West, 74.83 feet; thence continuing along said East line South 16°11'13" West, 142.35 feet; thence continuing along said East line, South 17°37'02" East, 70.15 feet to the Point of Beginning; thence continuing along said East line, South 17°37'02" East, 50.00 feet, thence South 72°22'58" West, 50.00 feet; thence North 17°37'02" West, 50.00 feet; thence North 72°22'58" East, 50.00 feet to the Point of Beginning.

**Uses.** There shall be no commercial, industrial, residential or other incompatible activities adversely affecting wetlands undertaken or allowed within the Sugar Creek Wetland Mitigation Site.

**Buildings and structures.** There shall be no buildings, dwellings, barns, roads advertising signs, billboards or other structures built or placed in the Sugar Creek Wetland Mitigation Site except structures essential to maintaining the site's ecological structure and function or conducting scientific studies consistent with the purposes of these covenants.

**Topography.** There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the restored wetland area or in adjacent on-site areas that affect the site except for the purpose of protecting or maintaining the site. There shall be no plowing or any other activity that would alter the topography of the Sugar Creek Wetland Mitigation Site.

***Dumping or disposal.*** There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, including any hazardous or toxic waste. Nor shall there be dumping or depositing of other materials if such action would alter the topography or hydrology of the mitigation site.

***Water.*** The hydrology of the Sugar Creek Wetland Mitigation Site will not be altered in any way that would effectively drain the site or by any means including pumping, draining, diking, impounding or diverting surface or ground water out of the Sugar Creek Wetland Mitigation Site except for the purpose of protecting or maintaining the site's wetland status.

***Agricultural Uses.*** No plowing, tilling, brushing, cultivating, crop planting or other agricultural activities (with the exception of planting native plants to enhance the site) may take place within the Sugar Creek Wetland Mitigation Site.

***Recreational motorized vehicles and watercraft prohibited.*** There shall be no operation of any motorized vehicles, watercraft, or equipment within the Sugar Creek Wetland Mitigation Site. Including but not limited to all terrain vehicles, off road motorcycles, or boats with electric or gas motors except for management purposes. Motorized vehicles are allowed only for land management purposes such as invasive species control and prescribed burning.

***Vegetation.*** There shall be no removal, cutting, mowing or alteration of any vegetation or change in the natural habitat in any manner, except as necessary to remove non-native species, manage wildlife, control noxious weeds, eliminate a dangerous condition or public nuisance, support scientific research in wetland and plant community restoration or otherwise maintain the property in a native state.

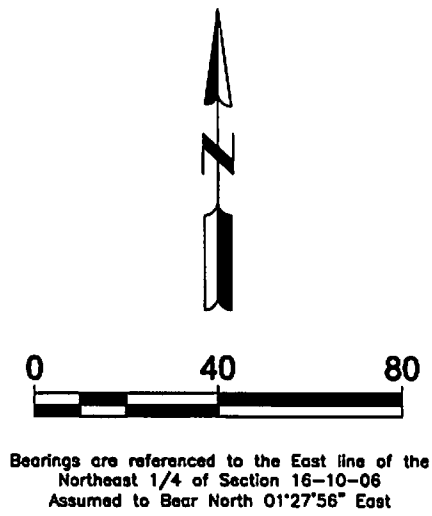
***Enforcement.*** As these Restrictive Covenants preserve the integrity of wetland mitigation under a Department of the Army permit, the USACE and the WDNR shall also have the right to enforce the Covenants. The right shall include, but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of these Covenants, to require the restoration of this property to its natural condition or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to take action as may be necessary to ensure compliance with terms of these Covenants by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantor for any changes to the Conservancy Area due to causes beyond the Grantor's control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

***Transferability.*** Any lease cannot be reassigned and the grantee shall not allow new easements within the Sugar Creek Wetland Mitigation Site. The Sugar Creek Wetland Mitigation Site may not be sold, assigned, or transferred separately from the Permanent Limited Easement for drainage purposes recorded as Document #306738, in the Crawford County Register of Deeds Office. Any transfer of land or proposed project shall adhere to the Wisconsin Statute 44.40 to determine whether the proposed action will have an adverse effect upon historic property.

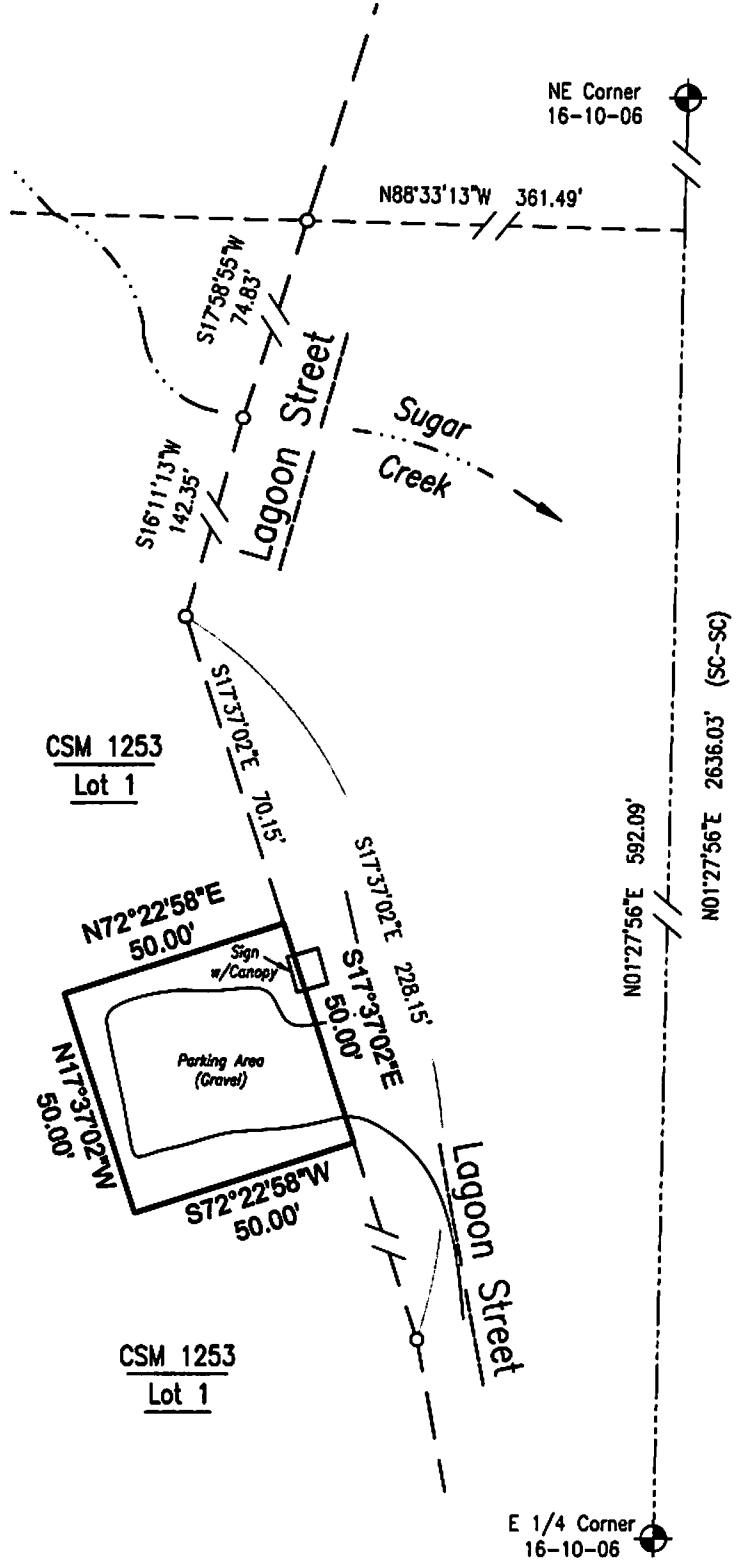
These covenants and restrictions shall run with and burden the Sugar Creek Wetland Mitigation Site in perpetuity and shall bind the grantee and their heirs, successors, and assigns.

# EXHIBIT

## LA CROSSE REGIONAL AIRPORT SUGAR CREEK LAND TRANSFER PARKING LOT EXCEPTION AREA



- Legend**
- U.S. Public Land Survey Monument
  - Property Corner
  - Exception Area Boundary
  - Right-of-way Line
  - Parcel Line
  - Section Line



**LEGAL DESCRIPTION Exception Area**

Part of Lot 1 of Crawford County CSM 1253 located in part of the Southeast 1/4 of the Northeast 1/4 of Section 16, Township 10 North, Range 6 West, Village of Ferryville, Crawford County, Wisconsin, containing 2500 square feet (0.0574 acres) described as follows:

Commencing at the East quarter corner of Section 16; thence along the East line of said Section 16, North 01°27'56" East, 592.09 feet; thence North 88°33'13" West, 361.49 feet to the East line of said CSM 1253; thence along said East line, South 17°58'55" West, 74.83 feet; thence continuing along said East line South 16°11'13" West, 142.35 feet; thence continuing along said East line, South 17°37'02" East, 70.15 feet to the Point of Beginning; thence continuing along said East line, South 17°37'02" East, 50.00 feet, thence South 72°22'58" West, 50.00 feet; thence North 17°37'02" West, 50.00 feet; thence North 72°22'58" East, 50.00 feet to the Point of Beginning.