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Ref: Ringle Development - 5615 N Hwy # 97 Sand Springs OK 74063



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Book 1541 Page(s) 0671-0684
Fee: \$ 39.00 Doc: \$ 0.00
Sheila Bellamy - Osage County Clerk
State of Oklahoma

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made on this 19th day of December, 2013, by ALAN J. RINGLE, SUSAN A. RINGLE, MARK A. RINGLE and AARON J. RINGLE having an address at 5615 N. HWY 97 SAND SPRINGS OKLAHOMA 74063, ("Grantor"), and LAND LEGACY, INC., an Oklahoma nonprofit public benefit corporation authorized to do business in Oklahoma, having an address at 406 South Boulder Avenue, Suite 280, Tulsa, OK 74103 ("Grantee").

WITNESS THAT:

WHEREAS, Grantor is the sole owner of such surface property, which consists of 27, 10+- Acre tracts and comprising approximately 270 acres, legally described as real property located in Osage County, Oklahoma, more particularly described in Exhibit A, with map in Exhibit B attached hereto and incorporated by this reference (the "Property");

WHEREAS, the Property possesses natural, scenic, and open space values (collectively, "conservation values") of great importance to Grantor, the people of Osage County, and the people of the State of Oklahoma;

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to ranching, farming and agriculture existing over the last 100 years, that do not significantly impair or interfere with those values; including traditional ranching, farming, agriculture, agriculture (AG) land uses, and accepted activities that are subordinate to and directly supportive of the land as a farm or ranch.

WHEREAS, the State of Oklahoma has recognized the importance of both public and private efforts to conserve and protect natural values of real property by enacting the Oklahoma Uniform Conservation Easement Act (60 O.S. §§ 49.1 - 49.8), and both parties believe the Property has significant natural, scenic, and open space values as recognized under the Act;

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

WHEREAS, Grantee is a non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code and is a qualified conservation easement holder under the Oklahoma Uniform Conservation Easement Act (60 O.S. §§ 49.1 - 49.8) and is a qualified organization under Section 170(h)(3) of the Internal Revenue Code to receive and to hold conservation easements; and

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

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of Oklahoma, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of

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the nature and character and to the extent hereinafter set forth ("Easement"):

1. Purpose.

It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities, including, without limitation, those involving traditional ranching or other agricultural uses that are consistent with the purpose of this Easement. The duration of this Easement shall be in perpetuity.

Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the purposes of this Easement. However, nothing in this Easement shall require the Grantor to take any action to restore the condition of the property after any act of God or other causes, activities, or events over which Grantor had no control.

2. Rights of Grantee.

To accomplish the purpose of this Easement the following rights are perpetually conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise to enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6.

3. Oil and Gas Extraction.

Grantor shall make reasonable efforts to require any third party who owns subsurface rights on the Property to extract subsurface oil or gas only by extraction methods that will have a limited and localized impact on, and not significantly impair or interfere with the conservation values of the Property and the purposes of this Easement. Grantor shall make reasonable efforts to require the extractor at all times to use best efforts and practices to prevent damage or impairment of natural values and to restore any area damaged to its original condition within one year from the initial date of disturbance. Grantor shall request through reasonable efforts that all extraction facilities are to be concealed or otherwise located as to be compatible with existing topology and landscape to the greatest extent practicable and that any erection of oil or gas facilities to be low profile and to be painted in earth tones to blend into the landscape.

In the event that Grantor cannot prevent surface area harm by the extraction of subsurface minerals, all monetary damages shall be paid to Grantor, not Grantee.

4. Perpetually Prohibited Uses and Activities.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing (those relating to ranching, farming and agriculture

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and accepted activities that are subordinate to and directly supportive of the land as a farm or ranch.), the following activities are expressly prohibited:

- (a) The right to establish or maintain any residential, commercial, recreational, or industrial facility on the Property or any other structure not specifically reserved herein;
- (b) Surface mining or quarrying of soil, sand, or other minerals; except that the Grantor may extract soil, sand, gravel solely for a permitted use of the Property in a manner consistent with the conservation purpose of this deed, minimal in scope and impact.
- (c) Agricultural uses that are inconsistent with sound conservation practices. An optional Conservation Plan prepared by the NRCS is recommended for this property.
- (d) Subdivision of the Property further, whether by physical or legal process;
- (e) Erection of commercial, institutional or other signs, except as reserved;
- (f) Erection of any improvements or construction of paved roads and other structures, except as reserved; other than water wells and their pumps, water tanks, ponds, small corrals for livestock, a hay barn, and unimproved agricultural or pasture roads/tracks;
- (g) Any future dumping or accumulation of any kind of trash, or refuse, or hazardous waste on the Property. However, this shall not prevent the storage of agricultural products and by products on the property, so long as it is done in accordance with all applicable government laws and regulations, and the values of this conservation easement;
- (h) Electrical power lines that are not below grade. However, if above ground service is necessitated or required by public utility companies to serve adjacent property development, such service shall be permitted.
- (i) Erection of electrical generating windmills or solar arrays for commercial electricity generation or sale;
- (j) Construction or continued maintenance of confined animal feeding lots or operations;
- (k) Commercial Recreational uses, such as a golf course, ATV or dirt bike track, or other commercial facilities. However, passive recreational uses maybe utilized by the landowner; such as traditional parks, playgrounds, picnicking, camping, hiking, etc. Signs depicting permitted activities and real estate signage are permitted.
- (l) Selling an additional easement to a third party for an activity that, in Grantee's discretion, is not consistent with the purposes of this Deed of Conservation Easement. However grantor reserves the right to utilize other conservation agencies and grant additional easements on all or portions of the property including but not limited to Wildlife Habitat Incentives Program (WHIP), Environmental Quality Incentives Program (EQIP), Wetland Reserve Program (WRP), and the Forestry Incentives Program (FIP) or private programs such as ducks unlimited.

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However, Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

5. Reserved Rights.

Grantor reserves to himself, and to his personal representative, heirs, successors, and assigns, all rights accruing from their ownership of the property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein, are consistent with traditional ranching, farming, agriculture (AG) land uses, and accepted activities that are subordinate to and directly supportive of the land as a farm or ranch. These items should be generally accepted by the public as agriculture and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, passive recreation such as: hunting, fishing, hiking, agritourism, and camping on the Property, is expressly reserved to the Grantor and his assigns.

A. Existing and Additional Facilities. Grantor may maintain, replace, repair, or remove the fences, trails, sheds and other improvements, existing as of the date of this Easement and identified in the baseline inventory referred to in Section 17. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general location. Grantor may construct and maintain, replace, and repair new fences, roads, corrals, barns, sheds, signs and other improvements, as may be necessary for ranching and the other uses permitted by this Easement. Additionally, grantor may construct amenities for recreational enjoyment including benches, picnic tables, playground equipment, gathering places such as a gazebo, exercise equipment, outdoor cooking facilities, and walking paths providing those improvements do not damage the Conservation Values of this Easement.

B. Water Resources. Grantor may improve water resources on the Property if such improvement is necessary or beneficial to farming, ranching, wildlife or fisheries on the Property, or if such improvement is beneficial to the scenic values of the Property, or if such improvement is necessary to prevent damage to the Property or any improvements thereon caused by erosion, providing such improvements do not significantly interfere with or compromise the Conservation Values of the Property. Such improvements must be consistent with the terms of this Easement and the Conservation Values protected therein, and must comply with all applicable laws and regulations. Such improvements may include lakes, ponds or waterfalls, provided the improvement does not result in any water pollution or alteration of stream flow having a detrimental effect on fish, aquatic life, wildlife, their habitat, or their passage.

Grantor may also carry out activities to restore and enhance aquatic, terrestrial, and wetland habitat for fish and wildlife use and production. Such activities may include stream bank stabilization and improvement to the quality and quantity of water available; provided such activities are conducted in a manner consistent with accepted waterway stabilization, rehabilitation, and enhancement methods, state and federal laws and regulations, and the terms and intent of this Easement.

C. Forest Management. To maintain forest health and grazing operations, Grantor may: 1) cut trees for posts and poles for use on the Property; 2) cut and gather trees for firewood for personal use on the Property; 3) cut or prune trees and brush, which constitute a hazard to persons, property, or roads all as determined necessary by Grantor and 4) utilize herbicides, prescribed burning and other locally recognized means of controlling weeds, brush and trees to enhance the grazing value and at the same time protecting the established Conservation Values on the property.

D. Recreational Uses. The parties recognize that the Property's unique natural traits may provide desired and beneficial recreational opportunities. Such recreational uses, however, must be restricted in such a manner that maintains the Property's conservation values. Consistent with these principles, Grantor may: 1) create, maintain, and improve pedestrian trails for non-vehicular access; 2) designate viewing areas for bird-watching, nature photography, and other non-intrusive recreational activities; 3) designate areas suitable for small group, pedestrian access for non-intrusive recreational activities such as picnicking; 4) develop park amenities such as picnic tables, outdoor cooking facilities, gathering areas such as a gazebo, exercise stations, or children's playground equipment providing such amenities do not significantly damage the property's natural values; and 5) designate areas suitable for fishing in the Property's water resources.

E. Roads. The Grantor may construct roads and utilities on the Property in order to provide residential access for residents and visitors of adjacent properties. Should construction of a road on the Property be necessary and approved by the Grantee, the Grantor shall minimize to the fullest extent possible any damage to the Conservation Values protected by this Easement. Grantor also reserves the right to install signage along any roadways in the easement. Grantor shall grant similar lands to compensate for roadways constructed in the easement consistent with item H below.

F. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Easement.

G. Public. Grantor reserves the right to grant lands to the Public for park lands and recreational purposes.

H. Easement boundaries. The Grantor reserves the right to adjust boundaries of the Easement or exchange portions of this easement for other contiguous lands so long as the Conservation Values of the Properties are similar.

6. Grantee's Remedies.

If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice by certified mail or email to Grantor of such violation and demand corrective action sufficient to cure the violation, and where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot

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be reasonably cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which Grantee may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability there for, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement.

7. Acts Beyond Grantor's Control.

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

Nothing in this Easement shall require the Grantor to take any action to restore the condition of the property after any act of God or other causes, activities, or events over which Grantor had no control.

8. Costs of Enforcement.

Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suits and attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.

9. Grantee's Discretion.

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

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription.

11. Costs and Liabilities.

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the property taxes, insurance, ownership, operation, upkeep, and maintenance of the Property.

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12. Extinguishment.

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

13. Condemnation.

If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor and Grantee shall be entitled to compensation, by the entity declaring power of eminent domain, in accordance with applicable law, policy and procedures.

14. Assignment of Easement.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated there under, and authorized to acquire and hold conservation easements under Oklahoma Uniform Conservation Easement Act (60 O.S. §§ 49.1 - 49.8) (or any successor provision then applicable), or any public entity, such as the United States. As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. The Grantee shall notify the Grantors prior to any reassignment.

15. Subsequent Transfer of Property Interest.

Grantor agrees to incorporate the terms of this Easement in any deed, other legal instrument, subsurface mineral lease, or permitted surface extraction agreement by which Grantor enters into or divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall notify Grantee prior to the transfer of this interest.

Should Grantor transfer the Property, Grantor shall no longer be required to perform the duties and obligations herein, but shall confirm that the subsequent landowner or lessee is aware of this Deed of Conservation Easement and the responsibilities and obligations as relates to this Easement. Grantee shall agree to hold new grantor for compliance with this Easement terms, through any such conveyance instrument.

16. Amendment of Easement

This easement may be amended only with the written consent of the Grantor, the Grantee. Any such amendment shall be consistent with the purposes of this Deed and with the Grantee's easement amendment policies, and shall comply with Internal Revenue Code or any Federal or State regulations promulgated with Conservation Easements.

17. Baseline Data

The parties acknowledge that an inventory of baseline data relating to the Property shall be completed for the Property, and keep on file in the Grantee's office, and that a copy shall be furnished to the Grantor. The parties acknowledge that this collection of baseline data contains accurate representation of the Property's condition and natural resources as of the date of execution of this Easement.

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18. Notices

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

To Grantor:

ALAN J. RINGLE
SUSAN A. RINGLE
MARK A. RINGLE
AARON J. RINGLE
5615 N. Hwy 97
Sand Springs, Ok 74063

To Grantee:

Land Legacy
406 South Boulder Ave., Suite 280
Tulsa, Oklahoma 74103
Attn: Executive Director

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19. Recordation.

Grantee or Grantor shall record this instrument in timely fashion in the office records of Osage County, Oklahoma and may re-record it at any time as may be required to preserve its rights in the Easement.

20. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinate to this Easement.

21. Access.

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

22. General Provisions.

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

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grant to affect the purpose of this Easement and the policy and purpose of Oklahoma Uniform Conservation Easement Act (60 O.S. §§ 49.1 - 49.8). If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

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

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with

respect to the Easement and supercedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

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

(f) Joint Obligation. The obligations imposed by this Easement upon Grantor shall be joint and several.

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

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

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

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

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IN WITNESS WHEREOF Grantor and Grantee, intending to legally bind themselves, have set their hands on this date first written above.

Grantor:

[Handwritten signature of Alan J. Ringle]

ALAN J. RINGLE

[Handwritten signature of Susan A. Ringle]

SUSAN A. RINGLE

[Handwritten signature of Mark A. Ringle]

MARK A. RINGLE

[Handwritten signature of Aaron J. Ringle]

AARON J. RINGLE

Subscribed and sworn before me this 19th of December, 2013



[Handwritten signature of Julienne Lovelace]
Notary Public

My Commission Expires:
04/12/16

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Grantee: Land Legacy

by

[Handwritten signature]
Executive Director

its

Subscribed and sworn before me this 19th of December, 2013



[Handwritten signature of Julienne Lovelace]
Notary Public

My Commission Expires:
04/12/16

RINGLE RANCH, OSAGE CO., OK
LEGAL DESCRIPTION 780 ACRES

(A-1)
The SW/4 and W/2 NE/4 SE/4 and S/2 SE/4 and NW/4 SE/4 of Section 34, Township 21 North, Range 11 East of the Indian Meridian, Osage County, Oklahoma.

AND

(A-2)
Lot 3 (NE/4 NW/4), Lot 4 (NW/4 NW/4), the S/2 NW/4 and the N/2 N/2 SW/4, all in Section 2, Township 20 North, Range 11 East of the Indian Meridian, Osage County, Oklahoma,

AND

(A-3)
Lot 1 (NE/4 NE/4), Lot 2 (NW/4 NE/4), the S/2 NE/4, LESS Highway #97, and the SE/4 SW/4, all in Section 3, Township 20 North, Range 11 East of the Indian Meridian, Osage County, Oklahoma.

AND

(A-4)
All that part of the N/2 SE/4 of Section 3, Township 20 North, Range 11 East of the Indian Meridian, Osage County, Oklahoma, lying east of the centerline of Highway #97 and North of the following described line: Beginning at a point on the East line of said SE/4, 1848 feet N02°53'02"W of the Southeast corner of said SE/4; Thence S89°48'36"W a distance of 943 feet; Thence S02°53'02"E a distance of 32.27 feet; Thence S89°48'36"W a distance of 51.20 feet; Thence N40°23'20"W a distance of 254.70 feet; Thence S84°38'35"W a distance of 887.32 feet to the Right-of-Way line of Highway #97..

(A-5)

Lot 2 (NW NE) and the SW NE in Section 2, Township 20 North, Range 11 East of the Indian Meridian, Osage County, Oklahoma

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CONSERVATION EASEMENT AREA - 270 ACRES, - EXHIBIT "A"

A tract of land situated within the above described lands:

Beginning at a point on the East line of the SE/4, Section 3, T-20-N, R-11-E, Osage Co., Ok., 1848 feet, N02°53'02"W of the Southeast corner of said SE/4; Thence S89°48'36"W a distance of 943 feet; Thence S02°53'02"E a distance of 32.27 feet; Thence S89°48'36"W a distance of 51.20 feet; Thence N40°23'20"W a distance of 254.70 feet; Thence S84°38'35"W a distance of 887.32 feet to the Right-of-Way line of Highway #97; thence S 68°46'15" W a distance of 25.00'; thence N 21°13'45" W a distance of 1120.68'; thence with a curve turning to the left with an arc length of 155.22', with a radius of 572.96', with a chord bearing of N 28°59'24" W, with a chord length of 154.74', to a point on the west line of the NE/4 Section 3, thence N 00°11'49" E along said west line a distance of 18.39'; thence N 59°33'16" E a distance of 356.14'; thence N 12°13'40" W a distance of 295.58'; thence N 35°43'14" W a distance of 413.93' to a point on said west line NE/4; thence N 00°11'49" E along said west line a distance of 1324.16' to the NW corner NE/4 section 3 and the South line of Section 34; thence S 89°45'14" W along the south line of Section 34, T-21-N, R-11-E a distance of 1021.73' to the SW corner Section 34; thence N 00°02'57" W along the west line Section 34 a distance of 2625.30' to the NW Corner S/2 Section 34; thence N 89°47'02" E along the north line S/2 Section 34 a distance of 4614.31' to the northeast corner W/2 NE/4 SE/4 Section 34; thence S 00°11'24" W along the east line W/2 NE/4 SE/4 a distance of 512.41'; thence N 31°57'12" W a distance of 543.69'; thence S 89°47'02" W a distance of 428.28'; thence S 55°57'16" W a distance of 297.64'; thence S 14°53'12" W a distance of 203.91'; thence S 80°23'22" W a distance of 240.81'; thence S 49°08'09" W a distance of 169.44'; thence S 20°34'47" E a distance of 160.24'; thence N 81°15'36" W a distance of 356.91'; thence S 09°27'42" W a distance of 74.83'; thence S 53°55'58" E a distance of 836.91'; thence S 71°45'55" E a distance of 176.20'; thence S 34°58'18" E a distance of 192.76'; thence S 58°40'19" E a distance of 344.75'; thence S 63°56'12" E a distance of 253.02'; thence S 46°42'59" W a distance of 238.42'; thence S 06°13'33" E a distance of 122.49'; thence S 70°13'25" E a distance of 184.54'; thence S 04°36'44" E a distance of 151.45'; thence S 03°08'47" E a distance of 22.29'; thence N 46°59'41" E a distance of 831.19'; thence N 31°40'21" E a distance of 443.41' to the NE corner S/2 SE/4 Section 34; thence S 00°13'24" W along the east line S/2 SE/4 Section 34 a distance of 1312.36' to the SE corner S/2 SE/4 Section 34 and a point on the North line Section 2; thence S 89°48'51" E along the north line of Section 2 T-20-N, R-11-E a distance of 2358.89' to the northeast corner of Lot 2 (NW NE); thence S 00°20'38" W along the east line W/2 NE/4 a distance of 2649.68' to the Southeast corner SW NE; thence S 89°02'28" W along the south line SW NE a distance of 1314.55' to the southwest corner SW NE; thence S 00°17'24" W along the east line of the N/2 N/2 SW/4 Section 2 a distance of 643.36' to the southeast corner N/2 N/2 SW/4; thence S 89°15'09" W along the south line of said N/2 N/2 SW/4 a distance of 2728.83' to the SW corner N/2 N/2 SW/4; thence S 02°53'02" E along the east line SE/4 a distance of 52.48' to the point of beginning.

AND LESS AND EXCEPT

Commencing at a point on the East line of said SE/4 Section 3, 1848 feet N02°53'02"W of the Southeast corner of said SE/4; Thence continuing along the East line N 02°53'02" W a distance of 102.51' to the Point of Beginning; thence S 89°15'09" W a distance of 50.03'; thence S 02°53'02" E a distance of 51.97'; thence S 89°48'36" W a distance of 944.30'; thence N 40°23'20" W a distance of 215.30'; thence S 84°38'35" W a distance of 248.35'; thence N 35°29'50" W a distance

of 498.69'; thence N 01°24'12" W a distance of 256.12'; thence N 31°18'37" W a distance of 265.04'; thence N 10°08'05" W a distance of 428.06'; thence N 59°33'16" E a distance of 1663.40'; thence N 46°35'59" E a distance of 1532.57'; thence S 15°45'29" E a distance of 252.05'; thence N 79°51'29" E a distance of 293.27'; thence N 23°01'21" W a distance of 232.57'; thence N 02°23'51" W a distance of 220.09'; thence N 46°35'59" E a distance of 626.60'; thence S 08°53'53" E a distance of 215.05'; thence S 23°25'52" W a distance of 333.78'; thence S 26°45'56" E a distance of 967.71'; thence S 04°53'57" W a distance of 906.65'; thence S 00°14'30" W a distance of 417.32'; thence S 41°15'02" E a distance of 1199.53'; thence S 20°45'53" W a distance of 182.59'; thence S 36°57'07" W a distance of 140.48'; thence S 86°49'02" W a distance of 1095.50'; thence S 89°15'09" W a distance of 1177.57' to the point of beginning.

AND LESS AND EXCEPT

Commencing at a point on the East line of said SE/4 Section 3, 1848 feet N02°53'02"W of the Southeast corner of said SE/4; Thence continuing along the East line N 02°53'02" W a distance of 102.51'; thence S 89°15'09" W a distance of 50.03'; thence S 02°53'02" E a distance of 51.97'; thence S 89°48'36" W a distance of 944.30'; thence N 40°23'20" W a distance of 215.30'; thence S 84°38'35" W a distance of 306.17' to the point of beginning; thence S 84°38'35" W a distance of 594.74'; thence N 21°13'45" W a distance of 1124.97'; thence N 59°33'16" E a distance of 245.02'; thence S 18°44'34" E a distance of 311.98'; thence S 52°46'20" E a distance of 351.16'; thence S 30°52'35" E a distance of 264.87'; thence S 35°29'50" E a distance of 469.26'; to the point of beginning.

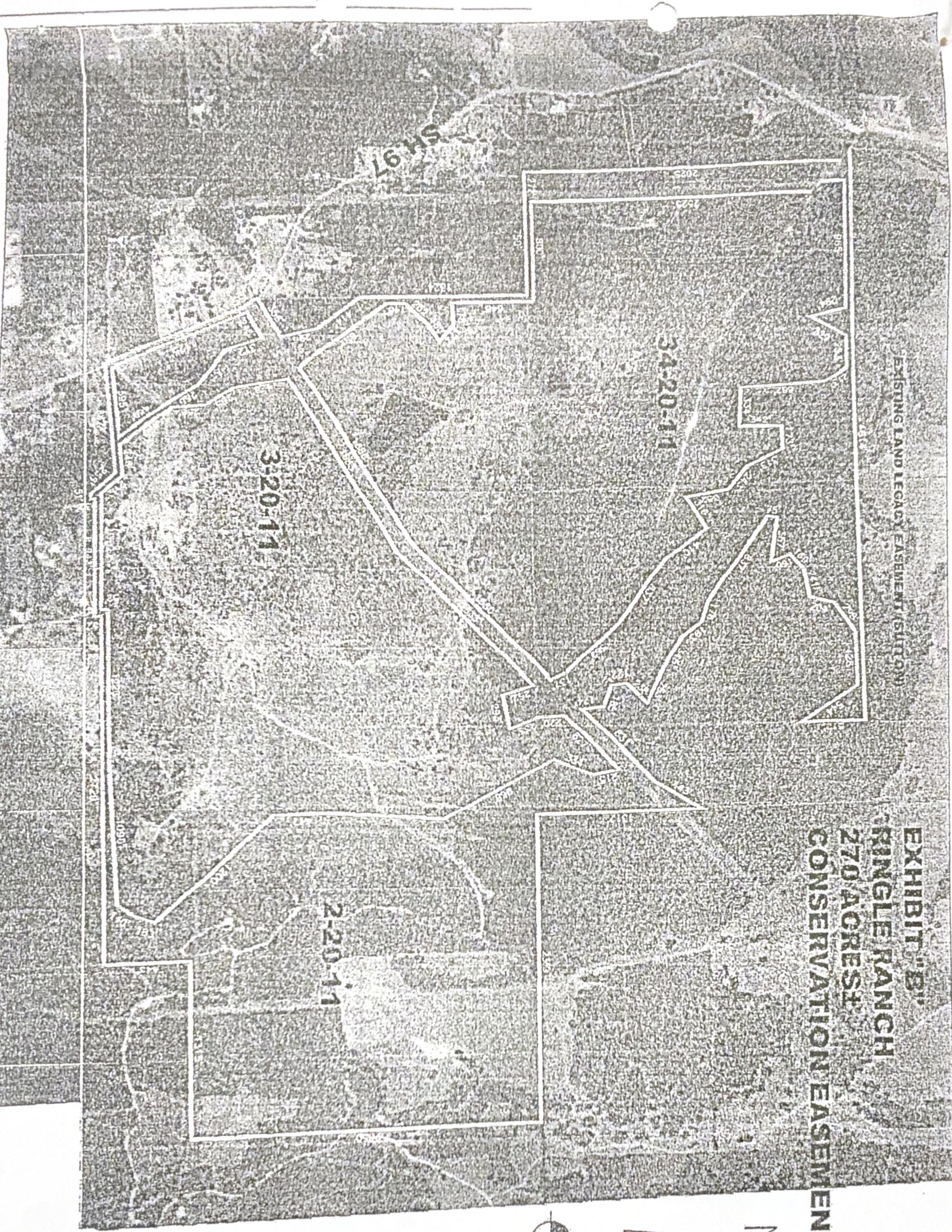
AND LESS AND EXCEPT

Commencing at a point on the East line of said SE/4 Section 3, 1848 feet N02°53'02"W of the Southeast corner of said SE/4; Thence continuing along the East line N 02°53'02" W a distance of 102.51'; thence S 89°15'09" W a distance of 50.03'; thence S 02°53'02" E a distance of 51.97'; thence S 89°48'36" W a distance of 944.30'; thence N 40°23'20" W a distance of 215.30'; thence S 84°38'35" W a distance of 248.35'; thence N 35°29'50" W a distance of 498.69'; thence N 01°24'12" W a distance of 256.12'; thence N 31°18'37" W a distance of 265.04'; thence N 10°08'05" W a distance of 428.06'; thence N 46°25'42" W a distance of 135.23' To the Point of Beginning; thence N 36°02'06" W a distance of 850.67'; thence N 00°11'49" E a distance of 147.55'; thence N 43°50'40" E a distance of 251.62'; thence N 56°31'34" E a distance of 160.08'; thence N 48°53'28" W a distance of 171.58'; thence S 86°20'21" W a distance of 177.63'; thence N 00°11'49" E a distance of 647.51'; thence S 89°45'14" W a distance of 799.93'; thence N 00°01'38" W a distance of 2525.16'; thence N 89°47'02" E a distance of 964.79'; thence S 11°22'00" E a distance of 294.20'; thence N 28°24'03" E a distance of 328.81'; thence N 89°47'02" E a distance of 253.23'; thence S 29°50'38" E a distance of 213.11'; thence S 02°51'30" E a distance of 681.76'; thence S 86°11'31" E a distance of 333.72'; thence N 01°59'03" E a distance of 341.99'; thence N 88°46'15" E a distance of 173.15'; thence S 24°24'43" E a distance of 312.80'; thence S 48°57'02" E a distance of 242.53'; thence S 09°23'49" E a distance of 351.91'; thence N 58°34'01" E a distance of 315.68'; thence S 34°54'21" E a distance of 410.19'; thence S 53°15'14" E a distance of 637.26'; thence S 41°25'00" E a distance of 568.51'; thence S 20°27'48" E a distance of 137.20'; thence S 46°35'59" W a distance of 1579.78'; thence S 59°33'16" W a distance of 1685.88'; to the point of beginning.

AND LESS AND EXCEPT

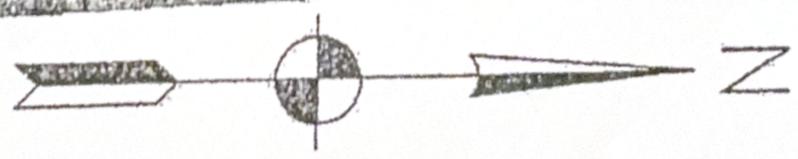
20 acres to be determined by survey at a later time.

BK1541PG0683



EXISTING LAND LEGACY EASEMENT (SUITOR)

EXHIBIT "B"
"RINGLE RANCH"
270 ACRES
CONSERVATION EASEMENT



BK 154 | PG 0684