

U. S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

OMB NO. 0578-0013
CCC-1255
Exp. 06-30-03

Warranty Easement Deed

WETLANDS RESERVE PROGRAM

1. AGREEMENT NO. 66-6526-08-489

- THIS WARRANTY EASEMENT DEED** is made by and between
Elden L. Ahrens, Trustee of the Elden L. Ahrens Revocable Trust dated September 17, 1991 and Helen M.
2. Ahrens, Trustee of the Helen M. Ahrens Revocable Trust, dated September 17, 1991 of
3. Landowner address: 1240 County Road 42
Tekamah, NE 68061

(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

Witnesseth:

Purposes and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

- NOW THEREFORE**, for and in consideration of the sum of [redacted] Dollars, (4 a.) (\$ [redacted]), the Grantor(s),
(4.) [redacted] hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement are described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land **in perpetuity**; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservation in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.
- C. **Control of Access.** The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. **Recreation Uses.** The right to undeveloped and recreation uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. **Prohibitions.** Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited of the Landowner on the easement area:

- 1. haying, mowing, or seed harvesting for any reason;

2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage, or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area; and
10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

B. Noxious Plants and Pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorization will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and

other natural values of the easement area. CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. **Management Activities.** The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost-share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.
- B. **Access.** The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. **Easement Management.** The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or Federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C§3837e(b)) is reserved to CCC in accordance with applicable law.
- D. **Violations and Remedies - Enforcement.** The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
 - 1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,

2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. **Successors in Interest.** The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. **Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

5. Dated this 17 day of Aug, 2009.

6. Landowners (s): Elden L. Ahrens - Trustee
(Signature) Elden L. Ahrens, Trustee
Helen M. Ahrens - Trustee
(Signature) Helen M. Ahrens, Trustee

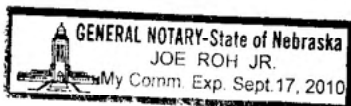
ACKNOWLEDGEMENT

State of Nebraska

County of Burt

The foregoing instrument was acknowledged before me this 8-17-2009 by
(date)

Elden L. Ahrens, Trustee
(name & title of position)



Joe Roh Jr.
Notary Public signature

Affix Seal Here

Acknowledgement

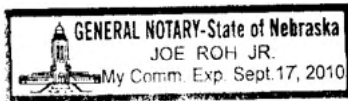
State of Nebraska

County of Burt

The foregoing instrument was acknowledged before me this

8-17-09 by Helen M. Ahrens, Trustee
(date) (name & title of position)

Joe Roh Jr.
Notary Public Signature



↑ Affix Seal Here ↑

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ACKNOWLEDGMENT (Continued)

I Stephen K. Chick, being duly authorized representative of the United State Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States.

SKC

State Conservationist

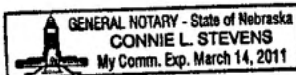
Dated this 7th day of August 2009.

STATE OF NEBRASKA

COUNTY OF LANCASTER

On this 7th day of August, 2009, before me, the undersigned, a Notary Public in and for said State personally appeared Stephen K. Chick, know or proved to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Connie L. Stevens

Notary Public for the State of Nebraska

Residing at Lincoln, Nebraska

My Commission Expires March 14, 2011

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EXHIBIT "A" LEGAL DESCRIPTION, EASEMENT AREA NO. 1:

A TRACT OF LAND LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 11 EAST OF THE SIXTH P.M., BURT COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER; THENCE S87°21'45"W ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER, A DISTANCE OF 1277.30 FEET; THENCE N66°49'09"E, A DISTANCE OF 152.51 FEET; THENCE N50°42'44"E, A DISTANCE OF 122.53 FEET; THENCE N38°58'32"E, A DISTANCE OF 125.02 FEET; THENCE N27°24'16"E, A DISTANCE OF 159.29 FEET; THENCE N18°34'23"E, A DISTANCE OF 321.47 FEET; THENCE N18°35'54"E, A DISTANCE OF 321.40 FEET; THENCE N27°00'15"E, A DISTANCE OF 150.74 FEET; THENCE N43°26'03"E, A DISTANCE OF 178.38 FEET; THENCE N64°59'07"E, A DISTANCE OF 184.40 FEET; THENCE N77°57'49"E, A DISTANCE OF 139.56 FEET; THENCE N87°19'46"E, A DISTANCE OF 122.48 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER; THENCE S02°56'39"E ON SAID EAST LINE, A DISTANCE OF 1305.14 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 22.55 ACRES, MORE OR LESS.

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EXHIBIT "A" LEGAL DESCRIPTION, EASEMENT AREA NO. 2:

A TRACT OF LAND LOCATED IN A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 11 EAST OF THE SIXTH P.M., BURT COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER; THENCE N02°55'45"W ON THE WEST LINE OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER, A DISTANCE OF 35.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N02°55'45"W ON SAID WEST LINE, A DISTANCE OF 291.99 FEET; THENCE N02°28'28"W, A DISTANCE OF 500.00 FEET; THENCE N02°40'21"W, A DISTANCE OF 500.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER; THENCE N87°19'46"E ON SAID NORTH LINE, A DISTANCE OF 1038.15 FEET; THENCE S64°59'07"W, A DISTANCE OF 191.62 FEET; THENCE S43°26'03"W, A DISTANCE OF 197.26 FEET; THENCE S27°00'15"W, A DISTANCE OF 165.32 FEET; THENCE S18°35'54"W, A DISTANCE OF 321.47 FEET; THENCE S18°34'23"W, A DISTANCE OF 321.29 FEET; THENCE S27°24'16"W, A DISTANCE OF 146.55 FEET; THENCE S38°58'32"W, A DISTANCE OF 126.79 FEET; THENCE S50°42'44"W, A DISTANCE OF 98.15 FEET; THENCE S66°49'09"W, A DISTANCE OF 177.09 FEET TO THE POINT OF BEGINNING, CONTAINING A COMPUTED AREA OF 15.54 ACRES, MORE OR LESS.

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EXHIBIT "B" INGRESS EGRESS EASEMENT NO. 1:

A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT LOCATED IN A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOGETHER WITH A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, ALL IN TOWNSHIP 22 NORTH, RANGE 11 EAST OF THE SIXTH P.M., BURT COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 27; THENCE N02°44'32"W ON THE EAST LINE OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER, A DISTANCE OF 35.00 FEET; THENCE S87°16'35"W PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 33.00 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 42, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°16'35"W PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 1295.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST QUARTER SOUTHWEST QUARTER OF SAID SECTION 28; THENCE S82°12'34"W, A DISTANCE OF 392.20 FEET TO THE POINT OF TERMINATION.

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EXHIBIT "B" INGRESS EGRESS EASEMENT NO. 2:

A 20.00 FOOT WIDE INGRESS AND EGRESS EASEMENT LOCATED IN A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TOGETHER WITH A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 22 NORTH, RANGE 11 EAST OF THE SIXTH P.M., BURT COUNTY, NEBRASKA, THE CENTERLINE OF SAID 20.00 FOOT INGRESS AND EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27; THENCE N02°44'32"W ON THE EAST LINE OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 35.00 FEET; THENCE S87°16'35"W PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 1328.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID NORTHEAST QUARTER SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S82°12'34"W, A DISTANCE OF 9.73 FEET TO THE POINT OF BEGINNING; THENCE S02°56'39"E, A DISTANCE OF 34.13 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER SOUTHEAST QUARTER; THENCE CONTINUING S02°56'39"E, A DISTANCE OF 23.55 FEET TO THE POINT OF TERMINATION.

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