

99 2765  
99 2765

pk P1  
pk P3

RECEIVED  
99 APR 22 PM 3:14

Document #  
Book 950 Page 7

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC-1255  
10-96  
OMB No. 0578-0013

## WARRANTY EASEMENT DEED

### WETLANDS RESERVE PROGRAM AGREEMENT NO. 66-5A12-8-8022

THIS WARRANTY EASEMENT DEED is made by and between JOYCE WINCH, also known as Joyce G. Winch, a widow, of 9060 Buell Road, Rock Falls, Illinois 61071, (hereafter referred to as the "Landowner"), Grantor, 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 entity of the United States is the Commodity Credit Corporation (CCC). A cooperating Federal agency is the Fish and Wildlife Service of the United States Department of the Interior.

Witnesseth

Purposes and Intent. The purpose of this Conservation 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 habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of the CCC to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This Conservation Easement 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.

BOOK 0950 PAGE 117

NOW THEREFORE, for and in consideration of the sum of TWO HUNDRED EIGHTY THOUSAND, FIVE HUNDRED and NO/100 (\$280,500.00), the Grantor 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 255 acres of land, more or less, situated in Bureau County, Illinois, which lands comprise the easement area described in Part I together with 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), her heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to easements for established or existing roads; and utility easements granted to General Telephone Company of Illinois, recorded in Book 391, Page 631, as Document No. 299463, in Book 391, Page 206, as Document No. 299167, in Book 670, Page 230, as Document No. 86-3831; and also pipeline easement granted to Northern Border Pipeline Company recorded in Book 876, Page 84, as Document No. 97-161.

SUBJECT ALSO to right-of-way and easement for the construction of a drainage ditch granted to Drainage Commissioners of Green River Special Drainage District by instrument recorded in Book 144, Page 485, as Document No. 144825, and also granted to said Drainage District for the construction of a drainage ditch known as Montgomery Ditch and Dahl Ditch.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described in EXHIBIT A and depicted generally in EXHIBIT A-1, both of which are 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, and from County Road 2775 North forming the Northern boundary of the WRP easement, which is described in EXHIBIT B and depicted generally in said EXHIBIT A-1, both of which are appended to and made a part of this easement deed.

PART II. Reservations 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.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights to 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.

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

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and 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; and,
9. grazing or allowing livestock on the easement area.

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 the 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 the CCC any conditions or events which may adversely affect the wetlands, 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 the 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 authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetlands and other natural values of the easement area. The 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 onto 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, locate and mark the boundary, maintain, enhance, and monitor the wetlands 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 wetlands 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.

C. Easement Management. The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the 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 the 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 wetlands 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 affect the wetland and conservation purposes for which this easement 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.

PART VII. Special Provisions - None

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and 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 specially allowed or that is inconsistent with the purposes of this easement deed.

Dated this 27<sup>th</sup> day of January, 1999.

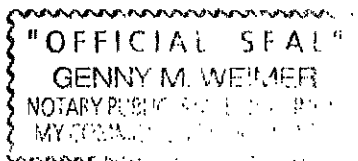
Landowner:

Joyce G. Winch  
JOYCE WINCH, also known as  
Joyce G. Winch

Acknowledgment

STATE OF Illinois )  
COUNTY OF Bureau ) ss

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27<sup>th</sup> day of January, 1999, by JOYCE WINCH, also known as Joyce G. Winch, a widow



Genny M. Weimer  
Notary Public

(NOTARIAL SEAL)

My Commission Expires: 7-1-99

b Exempt under provisions of Paragraph  
Section 4 Real Estate Transfer Tax Act.  
04/22/99 Joseph Stefano III  
Date Buyer, Seller or Representative

---

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

---

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office (IRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 9578-0013), Washington, DC. 20503.

---

RETURN TO: ASSOCIATED TITLE CO.  
717 S. MAIN  
PRINCETON, IL. 61356

WRP CONSERVATION EASEMENT AREA

JOYCE WINCH

(NRCS # 66-5A12-8-8022)

BUREAU COUNTY, ILLINOIS

EASEMENT DESCRIPTION

All of the Southwest 1/4 of Section 14, Township 18 North, Range 7 East of the Fourth Principal Meridian, EXCEPT the North 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4. AND

The East 1/2 of the Southeast 1/4 of Section 15 Township 18 North, Range 7 East of the Fourth Principal Meridian, EXCEPT the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4. AND

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 15, Township 18 North, Range 7 East of the Fourth Principal Meridian all in Bureau County.

Containing 255 acres more or less.

EXHIBIT A





Easement

~~ACRES~~

Joyce Linch WRP 255.00c  
Bureau County Illinois  
Greenville Township Section 14 & 15

EXHIBIT A-1

WRP CONSERVATION EASEMENT AREA

JOYCE WINCH

NRCS #66-5A12-8-8022

BUREAU COUNTY, ILLINOIS

EASEMENT ACCESS DESCRIPTION

Appurtenant access to and onto the easement is from County Road 2775 North forming the Northern boundary of the easement in Sections 15 and 14, Township 18 North, Range 7 East of the Third Principal Meridian in Bureau County, Illinois.

EXHIBIT

B