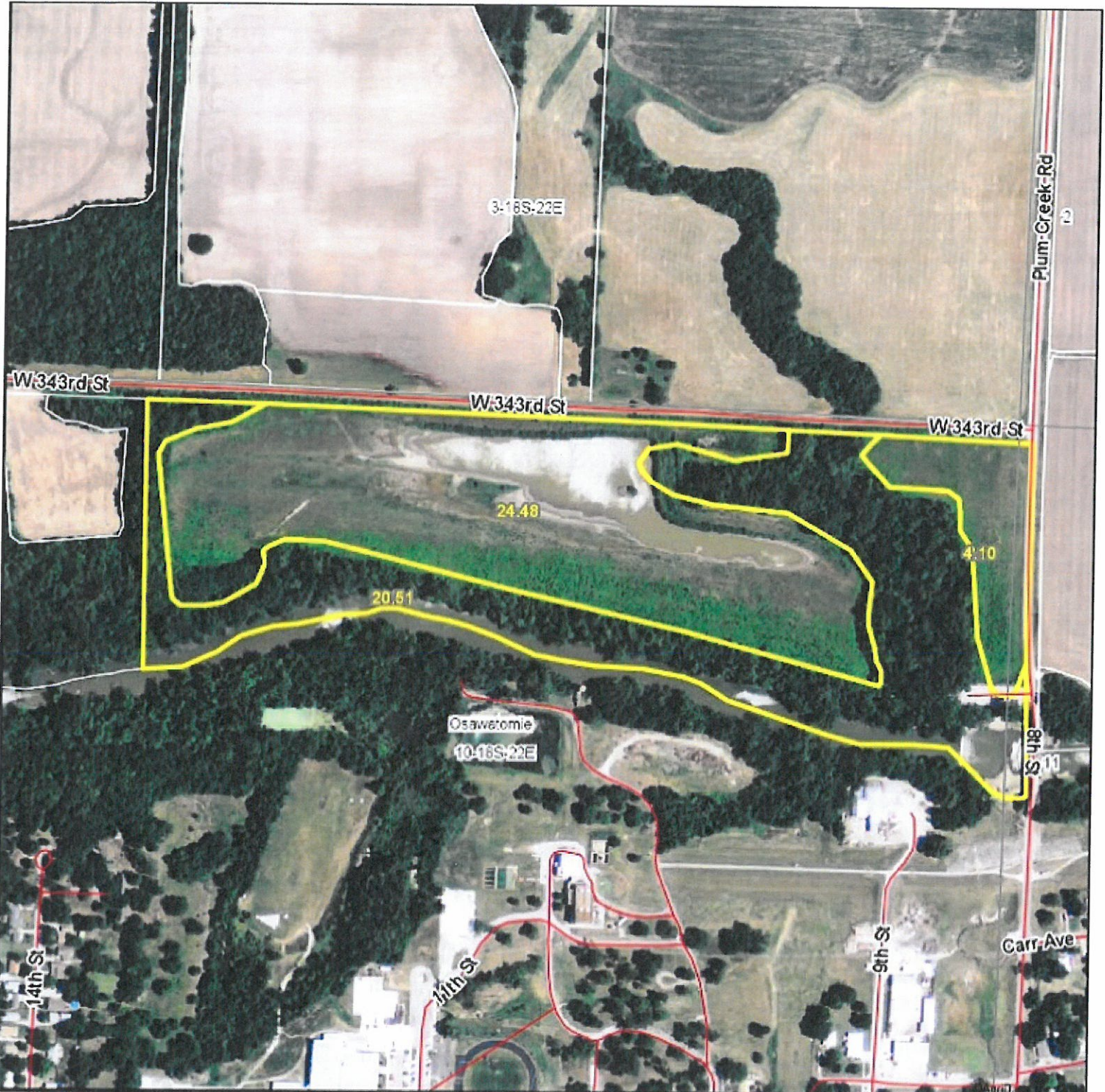


Aerial Map



map center: 38° 30' 16.5, 94° 57' 37.52

scale: 5468

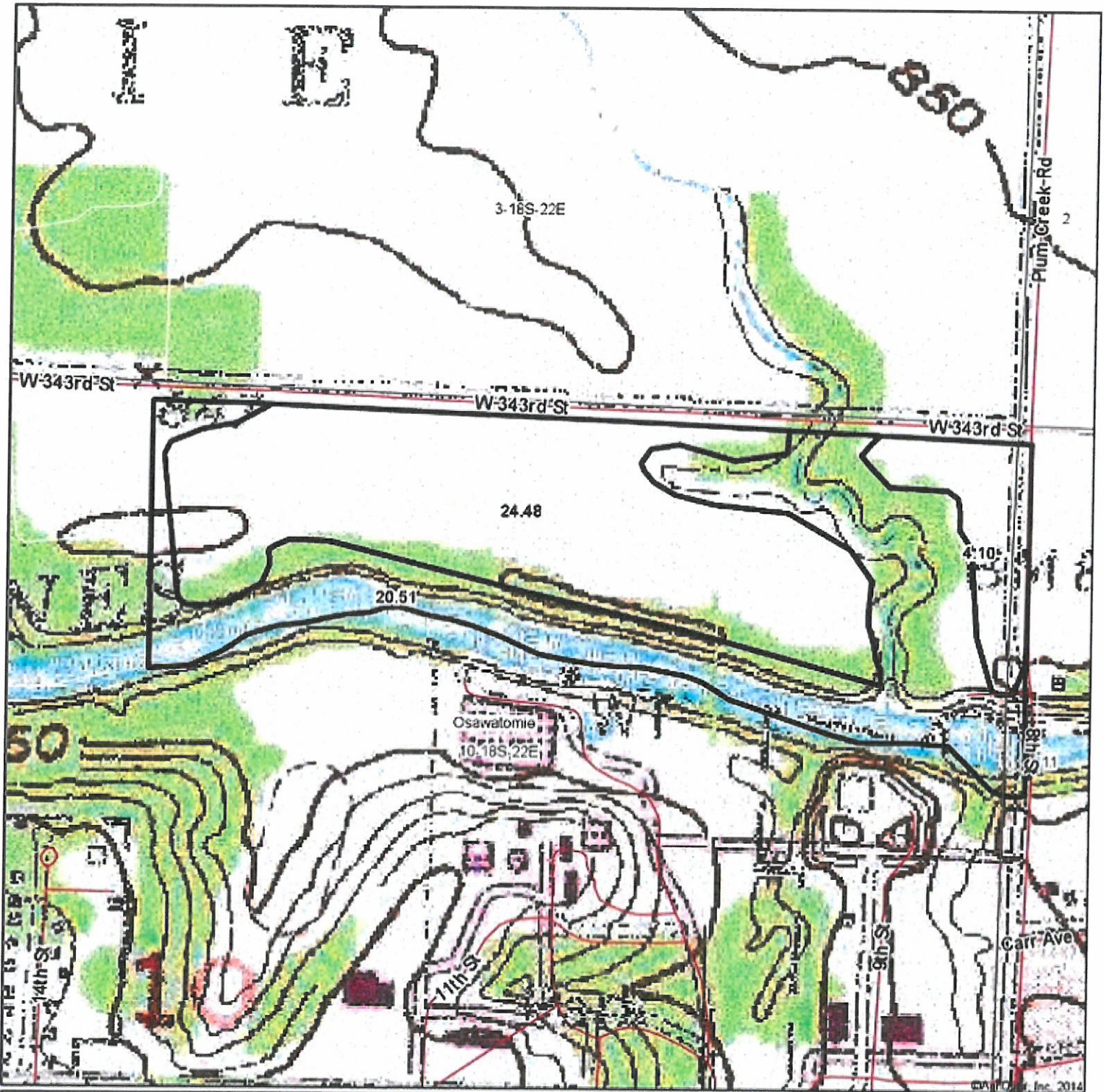
10-18S-22E
Miami County
Kansas



8/16/2014

Maps Provided By:
surety
CUSTOMER ONLINE MAPPING
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Topography Map



map center: 38° 30' 16.5, 94° 57' 37.52

scale: 5468

10-18S-22E
Miami County
Kansas



8/16/2014

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Date Created: 7/24/2014

Summary

Parcel ID 1721001001001000
Quick Ref ID R14333
Property Address W 343RD ST
Brief Tax Description S10 , T18 , R22 , ACRES 47.0 , ALL TH PT NE4 LYG N MARAIS
 DES CYGNES RIVER EXC TR BEG 784.5' S & 15'W NE COR NE4
 W319' TO C/L UNNAMED CK SLY135' ALG C/L
 (Note: Not to be used on legal documents)
Taxing Unit Group 181 Osawatomie Twp
Lot Size (SF) N/A
Acreage 47
Property Class Agricultural Use
Zoning OGA
Lot Block Subdivision - -
S-T-R 10-18-22
Deed Book & Page 0398 - 0267; 0609 - 0625; 0708 - 0119; 0812 - 0067;
Neighborhood 011.0



Click to Enlarge

Owners

Primary Owner

Harold, Phillipp R Trust
 806 Rosewood CT
 Paola, KS 66071

Harold, Phillipp R Trust
 806 Rosewood CT
 Paola, KS 66071

Property Factors

Topography	Level - 1	Parking Type	None - 0
Utilities	None - 8	Parking Quantity	None - 0
Access	Dirt Road - 3	Parking Proximity	Far - 0
Fronting	Secondary Artery - 2	Parking Covered	0
Location	Secondary Strip - 5	Parking Uncovered	0

Agricultural Land

Details:

Ag Type	Ag Acres	Ag Soil
NG	16.40	8203
NG	30.60	8302

Summary:

Dry Land Acres
 Irrigated Acres
 Native Grass Acres 47.00
 Tame Grass Acres
 Total Ag Acres 47.00

Valuation

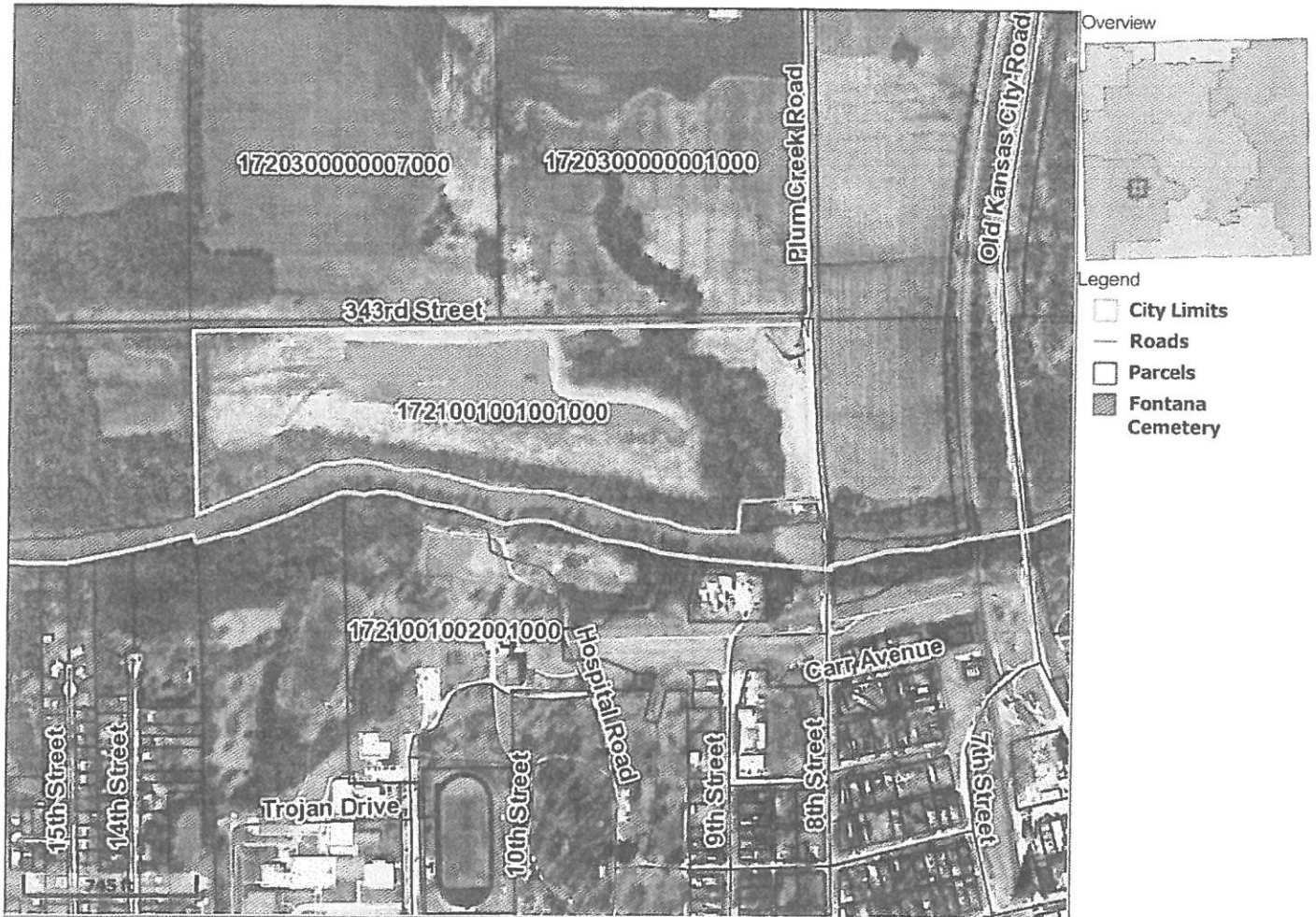
2014 Appraised Value				2013 Appraised Value			
Class	Land	Building	Total	Class	Land	Building	Total
A	\$5,300	\$0	\$5,300	A	\$5,110	\$0	\$5,110
Total	\$5,300	\$0	\$5,300	Total	\$5,110	\$0	\$5,110

Tax History

2013 Tax Amount	\$172.36	60485
2012 Tax Amount	\$153.56	60468

2014 Taxes
 \$175.00

Date Created: 7/24/2014



Parcel ID 1721001001001000

Sec/Twp/Rng 10-18-22

Property Address W 343RD ST
Osawatomie

Alternate ID n/a

Class A - Agricultural Use

Acreage 47.00

Owner Address HAROLD, PHILLIPP R TRUST
806 ROSEWOOD CT
PAOLA, KS 66071

District 181 Osawatomie Twp

Brief Tax Description S10 , T18 , R22 , ACRES 47.0 , ALL TH PT NE4 LYG N MARAIS DES CYGNES RIVER EXC TR BEG 784.5' S & 15'W NE COR NE4 W319' TO C/L UNNAMED CK SLY135' ALG C/L

(Note: Not to be used on legal documents)

Last Data Upload: 7/24/2014 6:35:46 AM

Exhibit 514.63a

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC - 1255
6-25-00
OMB No. 0578-0013

Warranty Easement Deed

KATIE FORCK
MIAMI COUNTY
REGISTER OF DEEDS

Book-Page: 609-625

Receipt #: 880 Recording Fee: \$22.00
Date Recorded: 3/20/2002 10:53:56 AM

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-6215-0-00P04

THIS WARRANTY EASEMENT DEED is made by and between Phillipp R. and Linda K. Harold of 11 Overhill Drive, Paola, KS (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 thirty-six thousand, two hundred Dollars (\$ 36,250), the Grantor(s), 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 area 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. 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 subject to the operation of State and Federal law.
- D. **Recreational Uses.** The right to undeveloped recreational 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 authorizations 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.

Dated this 13 day of November, 2001

Landowner(s): Phillipp R. Harold
PHILLIPP R. HAROLD
Linda K. Harold
LINDA K. HAROLD

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this 13th day of November, 2001, before me, the undersigned, a Notary Public in and for said State personally appeared Phillipp R. & Linda K. Harold know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



Valerie L. Gerken
Notary Public for the State of Kansas
Residing at Paola, KS
My Commission Expires 4-7-2003

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

OMB DISCLOSURE STATEMENT

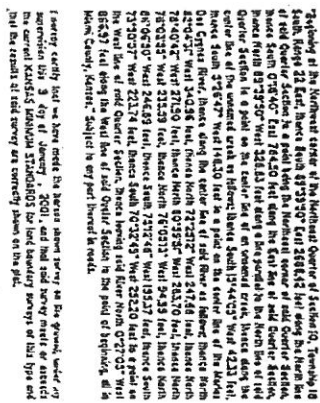
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours 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.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

EXHIBIT B

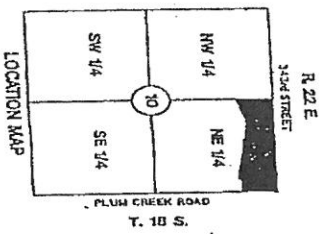


The above personnel are identified as follows:

Approved By: _____ Date: _____

STATE OF KANSAS)
ss:
COUNTY OF HAWK)
That we, the undersigned, do hereby certify that _____ day of _____, 2001, at _____ a clock _____ m. of _____ at the Register of Deeds Office at Topeka, Kansas County, Kansas.
book _____ page _____

Kalla Fork
Register
Register of Deeds
Mend County, Kansas



AMERICAN LAND SURVEYS
Land Surveyors
P.O. Box 105 66071
Padia, Kansas
(913) ~294-3561

EXHIBIT A

Beginning at the Northwest corner of the Northeast Quarter of Section 10, Township 18 South, Range 22 East; thence South 89 degrees 39 minutes 50 seconds East 2686.42 feet along the North line of said Quarter Section to a point being the Northeast corner of said Quarter Section; thence South 0 degrees 18 minutes 40 seconds East 784.50 feet along the East line of said Quarter Section; thence North 89 degrees 39 minutes 50 seconds West 328.83 feet along a line parallel to the North line of said Quarter Section to a point on the center line of an unnamed creek; thence along the center line of the unnamed creek as follows; thence South 15 degrees 44 minutes 05 seconds West 42.33 feet; thence South 5 degrees 26 minutes 47 seconds West 148.30 feet to a point on the center line of the Marias Des Cygnes River; thence along the center line of said River as follows; thence North 82 degrees 04 minutes 31 seconds West 340.96 feet; thence North 72 degrees 25 minutes 12 seconds West 247.68; thence North 78 degrees 40 minutes 42 seconds West 271.90 feet; thence North 80 degrees 59 minutes 51 seconds West 283.70; thence North 76 degrees 03 minutes 55 seconds West 235.59 feet; thence North 76 degrees 05 minutes 13 seconds West 94.99 feet; thence North 86 degrees 06 minutes 50 seconds West 246.89 feet; thence South 75 degrees 12 minutes 48 seconds West 195.37 feet; thence South 73 degrees 50 minutes 07 seconds West 223.74 feet; thence South 70 degrees 32 minutes 49 seconds West 252.20 feet to a point on the West line of said Quarter Section; thence leaving said River North 0 degrees 27 minutes 05 seconds West 866.97 feet along the West line of said Quarter Section to the point of beginning, all in Miami County, Kansas. Subject to any part thereof in roads.

rep 2/13/01