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JUL 11 2003

S. J. Sullivan
Register of Deeds
Jefferson County, WIAttn: Tom Anfang
SullivanU.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATIONCCC-1255
10-25-00
OMB No. 0578-0013**WARRANTY EASEMENT DEED****WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-5F48-2-0176**

THIS WARRANTY EASEMENT DEED is made by and between **THOMAS A. ANFANG AND ROCHELLE R. ANFANG, husband and wife, of N4589 Pioneer Drive, Sullivan, Wisconsin 53178**, (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 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.

NOW THEREFORE, for and in consideration of the sum of **FIVE HUNDRED SIXTY-THREE THOUSAND and NO/100 DOLLARS (\$563,000.00)**, the Grantor(s) hereby grant(s) and convey(s) with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 304.12 acres of land, more or less, in Jefferson County, Wisconsin, 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(s)), (his/her/its/their) heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to Right of Way Grant to Sullivan Telephone Company recorded April 7, 1987 as Document No. 828857.

SUBJECT, also to, Easement and related rights granted to Wisconsin Gas and Electric Company recorded March 27, 1936 in Vol. 8 Misc., page 343.

The acquiring agency has determined that these outstanding rights are compatible with the purposes for which this conservation easement is being purchased.

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 on 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. 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 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;
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 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 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.

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 wetlands 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.

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 specifically allowed or that is inconsistent with the purposes of this easement deed.

000797

Dated this 11 day of July, 2003.

Landowners:

Thomas A. Anfang
THOMAS A. ANFANG

Rochelle R. Anfang
ROCHELLE R. ANFANG

Acknowledgment

STATE OF WISCONSIN)
COUNTY OF JEFFERSON) ss

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of JULY, 2003, by Thomas A. Anfang and Rochelle R. Anfang, husband and wife.

(NOTARIAL SEAL)



Wayne Duris
Notary Public

My Commission Expires: 10-17-04

000798

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.

000799

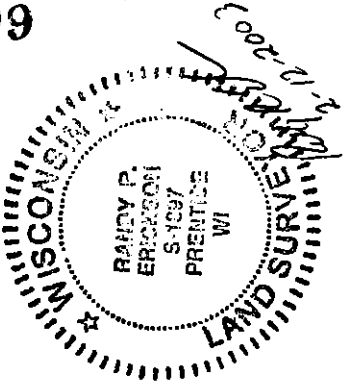


EXHIBIT "A"

DESCRIPTION OF WRP EASEMENT
THOMAS AND ROCHELLE ANFANG

WETLANDS RESERVE PROGRAM CONSERVATION EASEMENT ON LANDS OWNED BY THOMAS AND ROCHELLE ANFANG IN PART OF THE SOUTHWEST 1/4 OF SECTION 30, PART OF THE NORTH 1/4 AND PART OF THE EAST 1/4 OF SECTION 31, AND PART OF THE WEST 1/2 SOUTHWEST 1/4 SECTION 32, ALL IN TOWNSHIP 07 NORTH, RANGE 16 EAST, CONCORD TOWNSHIP, JEFFERSON COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

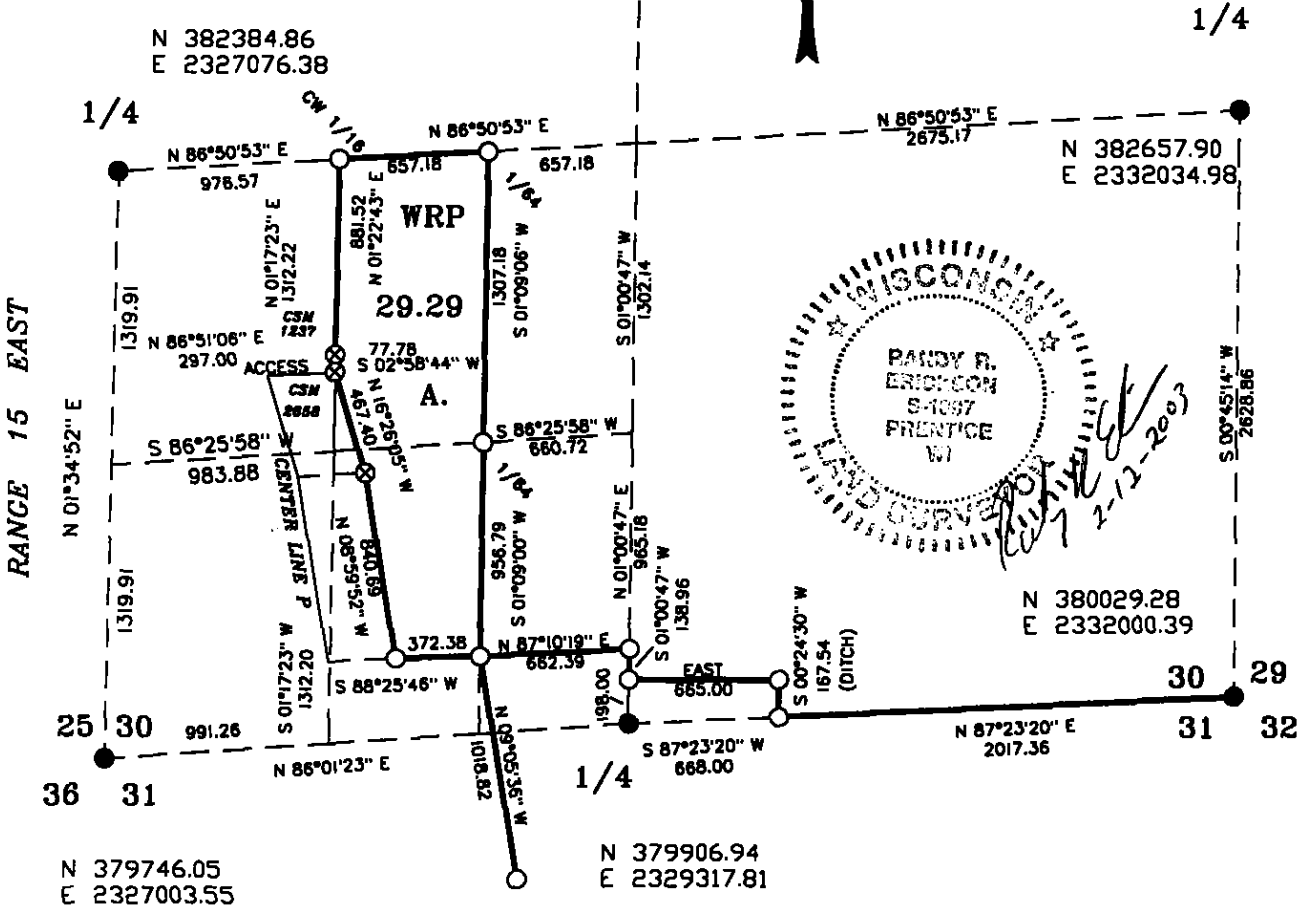
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 32,
THENCE S 89° 15' 10" W ALONG THE SECTION LINE 1328.97 FEET TO THE EAST 1/16 CORNER OF SECTION 31,
THENCE N 00° 02' 08" W ALONG THE EAST 1/16 LINE 2706.26 FEET TO THE CENTER EAST 1/16 CORNER OF SECTION 31,
THENCE CONTINUING ALONG THE EAST 1/16 LINE N 00° 02' 09" W 1372.79 FEET TO THE NORTHEAST 1/16 CORNER OF SECTION 31,
THENCE ALONG NORTH 1/16 LINE S 87° 50' 13" W 669.55 FEET TO THE CW NE 1/64 CORNER OF SECTION 31,
THENCE N 00° 06' 05" W 683.74 FEET TO THE NW NE 1/6 CORNER OF SECTION 31,
THENCE S 87° 36' 46" W 1167.48 FEET,
THENCE N 09° 05' 36" W 1018.82 FEET,
THENCE S 88° 25' 46" W 372.38 FEET,
THENCE N 08° 59' 52" W 840.69 FEET TO THE SOUTHEAST CORNER OF JEFFERSON COUNTY C.S.M. #2658,
THENCE N 16° 26' 05" W 467.40 FEET TO THE NORTHEAST CORNER OF JEFFERSON COUNTY C.S.M. #2658,
THENCE N 02° 58' 44" E 77.78 FEET TO THE SOUTHEAST CORNER OF JEFFERSON COUNTY C.S.M. #1237,
THENCE N 01° 22' 43" E 881.52 FEET TO THE CENTER WEST 1/16 CORNER OF SECTION 30,
THENCE N 86° 50' 53" E ALONG EAST - WEST 1/4 LINE 657.18 FEET TO THE C-E-W 1/64 CORNER OF SECTION 30,

THENCE S 01° 09' 06" W 1307.18 FEET TO THE CE SW 1/64 CORNER OF SECTION 30,
THENCE S 01° 09' 00" W 956.79 FEET,
THENCE N 87° 10' 19" E 662.39 FEET TO A POINT ON THE NORTH - SOUTH 1/4 LINE OF SECTION 30,
THENCE ALONG NORTH - SOUTH 1/4 S 01° 00' 47" W 138.96 FEET,
THENCE EAST 665.00 FEET TO THE CENTER OF A DITCH,
THENCE ALONG CENTER OF DITCH S 00° 24' 30" W 167.54 FEET TO THE SOUTH LINE OF SECTION 30,
THENCE ALONG SECTION LINE N 87° 23' 20" E 2017.36 FEET TO THE NORTHEAST CORNER OF SECTION 31,
THENCE ALONG SECTION LINE S 00° 05' 39" W 2766.84 FEET TO THE EAST 1/4 CORNER OF SECTION 31,
THENCE ALONG EAST - WEST 1/4 LINE OF SECTION 32 N 89° 07' 53" E 575.00 FEET,
THENCE S 00° 05' 38" W 1363.17 FEET TO THE SOUTH 1/16 LINE OF SECTION 32,
THENCE ALONG SOUTH 1/16 LINE N 89° 00' 27" E 743.45 FEET TO THE SOUTHWEST 1/16 CORNER OF SECTION 32,
THENCE ALONG WEST 1/16 LINE S 00° 05' 29" W 1361.56 FEET TO THE WEST 1/6 CORNER ON THE SOUTH LINE OF SECTION 32,
THENCE ALONG THE SECTION LINE S 88° 53' 01" W 1318.60 FEET TO THE POINT OF BEGINNING.
WRP EASEMENT CONTAINS 304.12 ACRES.

000800

MAP OF SURVEY - WETLANDS RESERVE PROGRAM
EASEMENT ON LANDS IN THE SOUTHWEST 1/4 OF
SECTION 30, T. 07 N., R. 16 E, CONCORD TWP.
JEFFERSON CO., WISCONSIN.

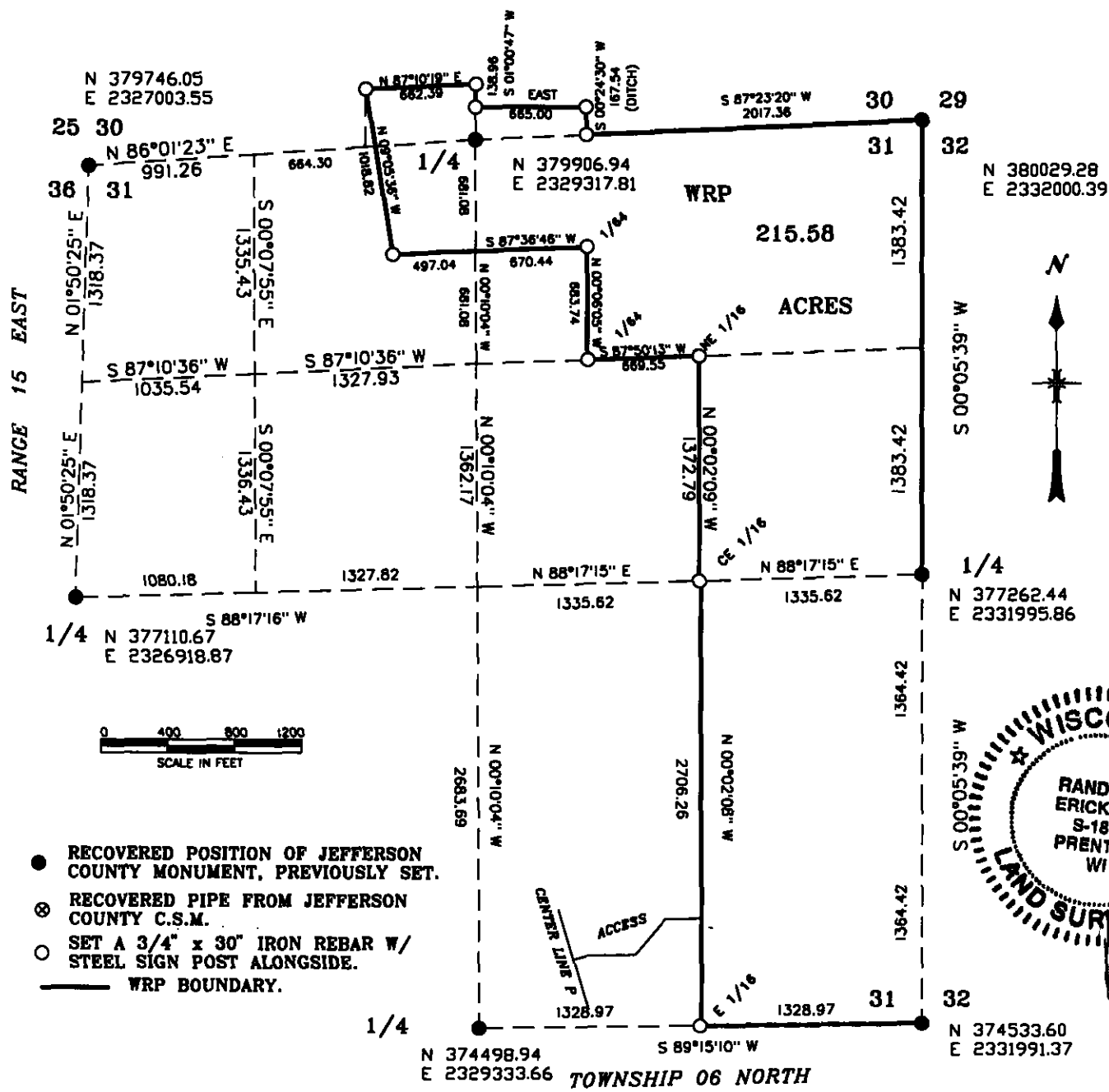
- RECOVERED POSITION OF JEFFERSON COUNTY MONUMENT, PREVIOUSLY SET.
- ⊗ RECOVERED PIPE FROM JEFFERSON COUNTY C.S.M.
- SET A 3/4" x 30" IRON REBAR W/ STEEL SIGN POST ALONGSIDE.
- WRP BOUNDARY.



WISCONSIN SOUTH ZONE STATE PLANE COORDINATES (NAD 83) 1991

000801

MAP OF SURVEY - WETLANDS RESERVE PROGRAM
EASEMENT ON LANDS IN THE EAST 1/4 AND NORTH
1/4 OF SECTION 31, T. 07 N., R. 16 E., CONCORD
TWP., JEFFERSON COUNTY, WISCONSIN.



- RECOVERED POSITION OF JEFFERSON COUNTY MONUMENT, PREVIOUSLY SET.
- ⊗ RECOVERED PIPE FROM JEFFERSON COUNTY C.S.M.
- SET A 3/4" x 30" IRON REBAR W/ STEEL SIGN POST ALONGSIDE.
- WRP BOUNDARY.

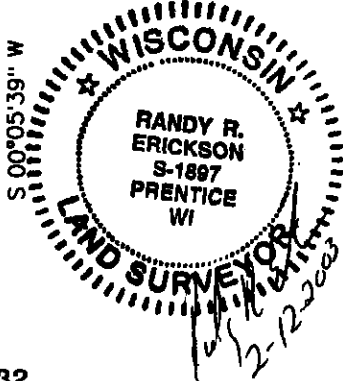
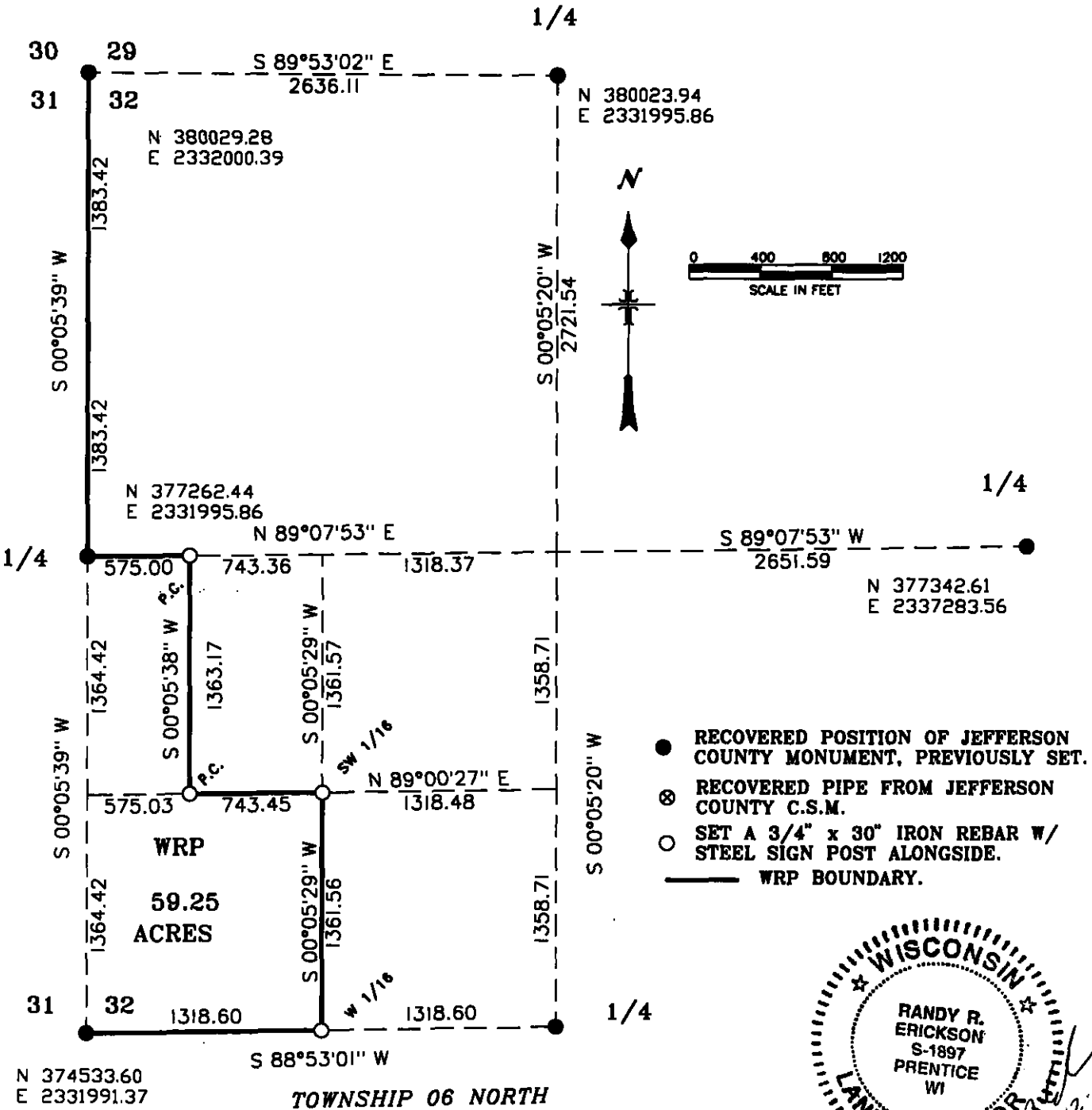


EXHIBIT -A1-

000802

MAP OF SURVEY - WETLANDS RESERVE PROGRAM
EASEMENT ON LANDS IN THE SOUTHWEST 1/4 OF
SECTION 32, T. 07 N., R. 16 E., CONCORD TWP.
JEFFERSON COUNTY, WISCONSIN.



WISCONSIN
RANDY R. ERICKSON
S-1897
PRENTICE
WI
LAND SURVEYOR
2-12-2003

000803

SURVEY NOTES - SECTIONS 30-31-32
TOWNSHIP 07 NORTH, RANGE 16 EAST, CONCORD TWP.
JEFFERSON COUNTY, WISCONSIN

THIS SURVEY WAS MADE AT THE REQUEST OF THE U.S. DEPARTMENT OF AGRICULTURE FOR THE PURPOSE OF DELINEATING THE CORNERS AND DESCRIBING THE BOUNDARIES OF A WETLANDS RESERVE PROGRAM CONSERVATION EASEMENT ON LANDS OWNED BY THOMAS AND ROCHELLE ANFANG IN PARTS OF SECTIONS 30, 31, AND 32 OF TOWNSHIP 07 NORTH, RANGE 16 EAST, CONCORD TOWNSHIP, JEFFERSON COUNTY, WISCONSIN.

ORIGINAL GOVERNMENT SURVEYS: TOWNSHIP LINES IN 1836 BY JOHN MULLET, AND SECTION LINES IN 1836 BY JAMES MULLET. RETRACEMENT OF TOWNSHIP BY COUNTY (?) SURVEYOR IN MID 1800'S SET LIME STONE AT PUBLIC LAND CORNERS. NOTES LOST. 1980'S TO PRESENT, COUNTY SURVEYOR TOM WOLLIN PERPETUATED PUBLIC LAND CORNERS TO COUNTY STANDARDS. FOUND ALL CORNERS TO BE EXISTENT OR OBLITERATED. OBLITERATED ONES FELL IN DITCHES, WITH REFERENCES STILL INTACT.

JEFFERSON COUNTY CERTIFIED SURVEY MAPS #'s 1237 AND 2658 WERE USED AS PART OF THIS SURVEY.

I FOUND A LATENT AMBIGUITY CONCERNING THE DITCH WHICH WAS SUPPOSE TO BE 198 FEET NORTH OF THE NORTH 1/4 CORNER OF SECTION 31. I BELIEVE THE DITCH WAS FILLED IN AT SOME POINT IN TIME. DOES NOT CREATE A PROBLEM FOR THE WRP EASEMENT.

BEARINGS AND DISTANCES SHOWN ON MAP ARE GRID, BASED ON WISCONSIN SOUTH ZONE STATE PLANE COORDINATES (NAD 83) 1991. THIS SURVEY WAS MADE USING REAL TIME KINEMATIC GPS. "FARMINGTON E GPS" WAS USED AS THE BASE FOR THIS SURVEY. SURVEY WAS MADE IN FEBRUARY OF 2003. SURVEY CREW: RANDY ERICKSON, LAND SURVEYOR, GREG MAYER SURVEYING TECHNICIAN.

SURVEYOR'S AFFIDAVIT

STATE OF WISCONSIN)
COUNTY OF JEFFERSON) SS

I RANDY R. ERICKSON, A LAND SURVEYOR FOR THE U.S. DEPARTMENT OF AGRICULTURE AND A REGISTERED LAND SURVEYOR IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED SECTIONS 30, 31, AND 32, TOWNSHIP 07 NORTH, RANGE 16 EAST, 4TH P.M., JEFFERSON COUNTY, WISCONSIN. DURING THIS SURVEY I HAVE COMPLIED WITH THE RULES FOR THE DIVISION OF THE PUBLIC LANDS AND THE RULES OF STATE OF WISCONSIN APPLICABLE TO SURVEYS OF THIS TYPE. THE MAP AND ACCOMPANYING NOTES ARE CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.


RANDY R. ERICKSON
WIS. REGISTERED LAND SURVEYOR #1897

DATE

2-12-2003

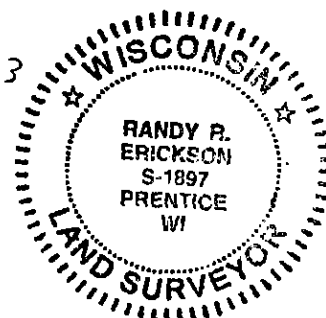


EXHIBIT -A1-

000804

EXHIBIT "B"

WRP CONSERVATION AREA ACCESS EASEMENTS, ANFANG PROPERTY.

FOR THE PURPOSE OF ACCESS TO DESCRIBED CONSERVATION EASEMENT, THE FOLLOWING EASEMENTS ARE GRANTED FOR INGRESS AND EGRESS.

CENTER LINE OF 30 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER OF COUNTY HIGHWAY "P",
N 53° 30' 00" E 705.50 FEET FROM THE SOUTH 1/4 CORNER OF SECTION
31, T 07 N, R 16 E, CONCORD TWP., JEFFERSON COUNTY, WISCONSIN,

THENCE FOLLOWING EXISTING DRIVE N 73° 14' 58" E 85.42 FEET,

THENCE N 88° 37' 51" E 291.11 FEET,

THENCE N 39° 42' 55" E 278.08 FEET,

THENCE N 88° 06' 59" E 210.93 FEET TO THE WRP BOUNDARY.

ALSO:

A 30 FOOT WIDE STRIP OF LAND, SOUTH BOUNDARY BEING THE NORTH LINE
OF JEFFERSON COUNTY C.S.M. #2658, EXTENDING FROM THE CENTER LINE
OF COUNTY HIGHWAY "P" ON THE WEST TO THE WRP BOUNDARY ON THE
EAST. LOCATED IN THE NW 1/4 SW 1/4, SECTION 30, T 07 N, R 16 E,
JEFFERSON COUNTY, WISCONSIN.

