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U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

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

**WARRANTY EASEMENT DEED**

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**WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-5F48-7-108**

THIS WARRANTY EASEMENT DEED is made by and between DKS TRUST, Daniel J. Schlosser and Karol I. Schlosser - Trustor and Co-Trustees, with a business address of W7110 Wolfe Road, Holman, Wisconsin 54636, pursuant to Trust Agreement dated March 22, 1990 which agreement is in full force and effect on the date hereof, (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 FORTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-FOUR and NO/100 DOLLARS (\$45,854.00), the Grantor(s), hereby grant and convey with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 65 acres of land, more or less, in Pepin 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)), their heirs, successors, assigns, lessees, and any other person claiming under them.

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.

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 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 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 wetland 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 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.

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 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.

PART VII. Special Provisions (if any - 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. The landowner further covenants that Trust Agreement dated March 22, 1990 is in full force and effect on the date of this deed.



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

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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.

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**Schlosser, Daniel** Easement Description

A USDA Wetland Reserve Program (WRP) conservation easement over a parcel of land situated in

**the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter of Section 3, Township 25 North, Range 14 West, 4th Principal Meridian, Wisconsin, Waterville Township, Pepin County, Wisconsin**

Commencing at a point located at the Northeast corner of Section 3; thence,

**South 32 degrees West, a distance of 2612 feet, more or less, to Angle Point No. 1, being the Point of Beginning (P.O.B.) for this easement,**

said point being witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 3 degrees West, a distance of 546 feet, more or less, to Angle Point No. 2.**

said point being on the North Right of Way of County Road XX and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 89 degrees West, along the Northerly Right of Way of County Road XX, a distance of 1160 feet, more or less, to Angle Point No. 3.**

said point being at the intersection of the North Right of Way of County Road XX and the East Right of Way of Wittig Road Right of Way and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**North 88 degrees West, crossing Wittig Road, a distance of 66 feet, more or less, to Angle Point No. 4.**

said point being at the intersection of the North Right of Way of County Road XX and the East Right of Way of Wittig Road Right of Way and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**North 90 degrees West, along the Northerly Right of Way of County Road XX, a distance of 1075 feet, more or less, to Angle Point No. 5.**

said point being at the North Right of Way of County Road XX and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**North 76 degrees West, along the Northerly Right of Way of County Road XX, a distance of 204 feet, more or less, to Angle Point No. 6.**



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said point being at the North Right of Way of County Road XX and a property fenceline and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**North 0 degrees West, along a property fenceline, a distance of 1240 feet, more or less, to Angle Point No. 7.**

said point being on the Northwest property corner and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 89 degrees East, along the North property line, a distance of 1248 feet, more or less, to Angle Point No. 8.**

said point being on the West Right of Way of Wittig Road and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 86 degrees East, crossing Wittig Road, a distance of 66 feet, more or less, to Angle Point No. 9.**

said point being on the East Right of Way of Wittig Road and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 89 degrees East, along the North property line, a distance of 513 feet, more or less, to Angle Point No. 10.**

said point being on the North property line and witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 37 degrees East, a distance of 518 feet, more or less, to Angle Point No. 11.**

said point witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 46 degrees East, a distance of 270 feet, more or less, to Angle Point No. 12.**

said point witnessed by a steel fence post set 1.5 feet in the ground and projecting 3.5 feet above ground with a 3.0 inch by 5.5 inch metal plate indicating WRP CONSERVATION EASEMENT BOUNDARY; thence,

**South 62 degrees East, a distance of 204 feet, more or less, to Angle Point No. 1, being the Point of Beginning of this easement description.**

All of the above described lands are Wetland Reserve Program (WRP), excepting Wittig Road and its Right of Way as shown on Exhibit "A-1."

9-30-97 RJ

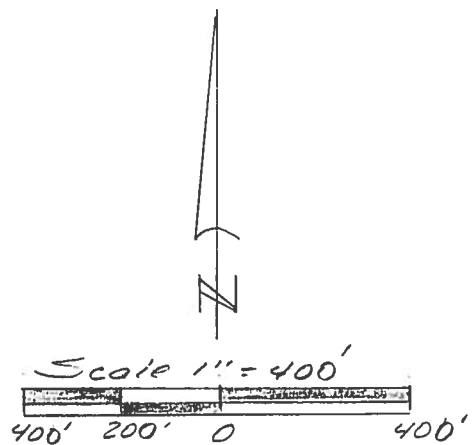
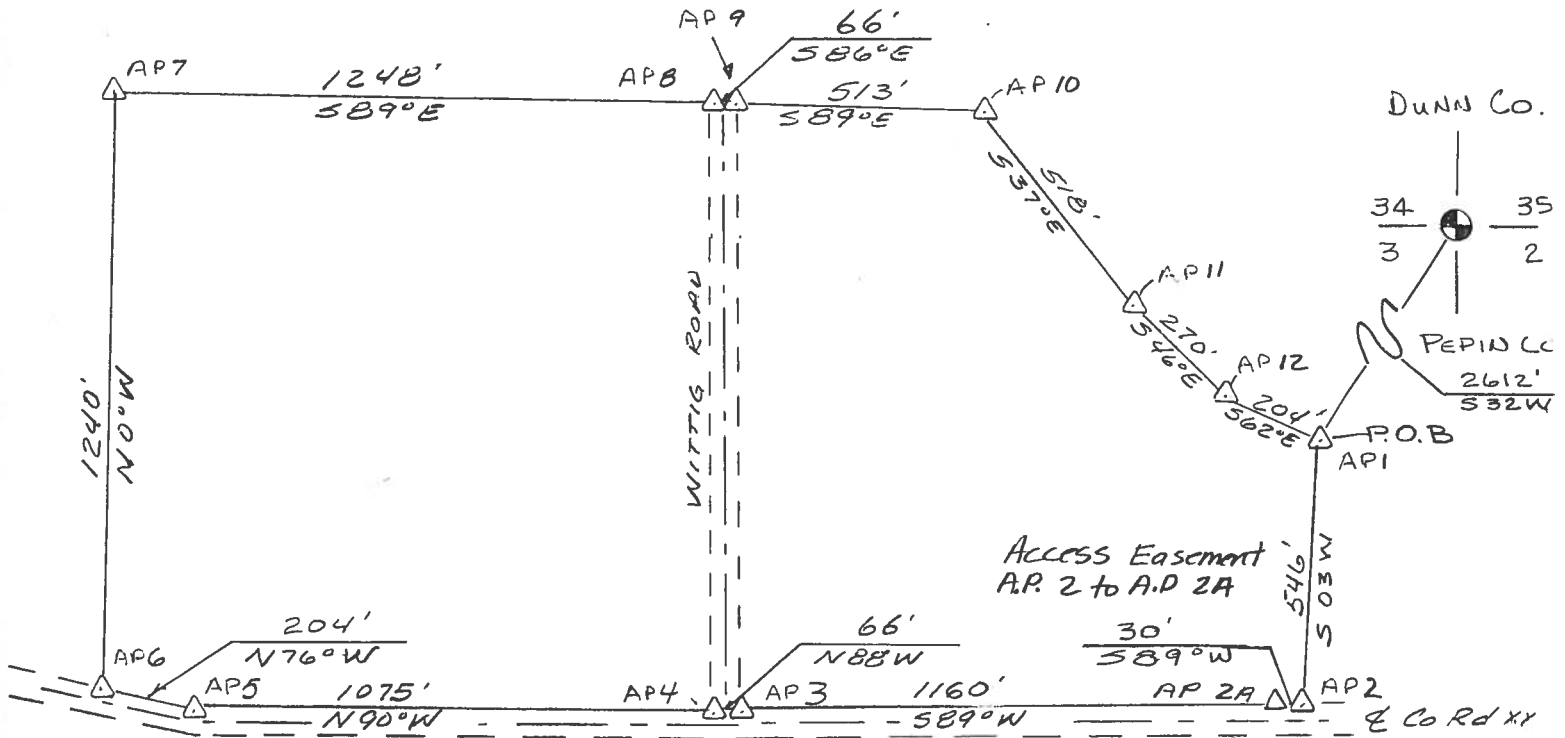
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Pepin County, WI

Said conservation easement contains 65 acres, more or less.

This property description and the drawing attached have been prepared by the Natural Resources Conservation Service, USDA, an Agency of the United States Government for its use in administering the Federal Wetlands Reserve Program and do not constitute a survey description or survey plat nor are they intended to be same. The basis of bearing and distance being data readings referenced to Grid North bearing obtained from a Precise Lightweight GPS Receiver (PLGR) made by Rockwell International.

END OF DESCRIPTION

9-30-97 Rkj



⊙ Section Corner  
 △ GPS Point

Exhibit "A-1"

Lan Schlosser  
 Section 3, T25N, R14W  
 Pepin County  
 Contract # 66-5F48-7-10B  
 Drawn: R. Kugel 7/3/97

(This property description and drawing have been prepared by the Natural Resources Conservation Service USDA, an agency of the United States Government for its use in administering the Federal Wetlands Reserve Program and do not constitute a survey description or survey plat nor are they intended to be same.)

EXHIBIT A-1

66-5F48-7-108  
Pepin County, WI

**DESCRIPTION**  
**WRP CONSERVATION EASEMENT AREA**  
**RIGHT OF WAY ACCESS EASEMENT**

[WRP NRCS Agreement #66-5F48-7-108]  
[Schlosser, Daniel, Pepin County, WI]

For the purpose of access to the above described conservation easement, an access area is also granted and described as follows.

Commencing at a point located at the Northeast corner of Section 3, Township 25 North, Range 14 West, 4<sup>th</sup> Principal Meridian, Wisconsin, Waterville Township, Pepin County, Wisconsin,

thence, South 32 degrees West, a distance of 2612 feet, more or less, to Angle Point No. 1.

thence, South 3 degrees West, to the North Right of Way of County Road XX, a distance of 546 feet, more or less, to Angle Point No. 2, the point of beginning of said easement access.

Access is gained along a strip of land 30 feet in width laying North of the following described course:

South 89 degrees West, along the Northerly Right of Way of County Road XX, this being the beginning of the access point for this easement, a distance of 30 feet, more or less, to Angle Point No. 2A, this being the Southern boundary of the WRP easement..

Sidelines and radiuses of access easement shall be lengthened or shortened to create a continuous corridor accessing said easement description.

This property description and the drawing attached have been prepared by the Natural Resources Conservation Service, USDA, an Agency of the United States Government for its use in administering the Federal Wetlands Reserve Program and do not constitute a survey description or survey plat nor are they intended to be same. The basis of bearing and distance being data readings referenced to Grid North bearing obtained from a Precise Lightweight GPS Receiver (PLGR) made by Rockwell International.

END OF DESCRIPTION

Repin

August 8, 2007

**CERTIFIED MAIL**

Christopher and Anna Kopka  
229 7th Street SE  
Minneapolis, MN 55414

Dear Mr. and Mrs. Kopka:

You recently purchased a portion of property owned by Daniel Schlosser. The enclosed copy of the deed identifies a Wetlands Reserve Program (WRP) easement (Agreement Number 66-5F48-7-108) which was conveyed to the United States Government for perpetuity and remains with that land.

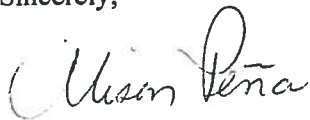
Under the terms and conditions of the WRP, the following activities and uses have been acquired by the United States and are **prohibited** by the landowner:

1. haying, mowing, or seed harvesting for any reason;
2. altering 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, filing, leveling, pumping, diking, impounding, or related activities as well as altering or tampering with water control structures or devices;
6. diverting, 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.

As the landowner you may be allowed to use the easement area for a specific compatible use if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. However, this authorization must be in writing and provided by the Natural Resources Conservation Service. The agency representative where this easement is located is Dennis Reimers, District Conservationist in Durand. The telephone number is 715-672-8663.

If you have any questions regarding this easement, please don't hesitate to contact the District Conservationist.

Sincerely,



ALISON PEÑA  
Wetlands Reserve Program Specialist

Enclosure

cc:

Dennis Reimers, District Conservationist, NRCS, Durand, Wisconsin