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ASCS-897
(06-08-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

RECEIVED

WETLANDS RESERVE PROGRAM
EASEMENT

JAN 07 1994

CONCORDIA
ASCS OFFICE

THIS EASEMENT is made this 14th day of December, 1993, by and between George E. Tosspon, Jr. and Jeri Sue Smith Tosspon, whose address is 111 Tanglewood Drive Ferriday, LA 71334 (Landowner), and the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an agency of the United States Department of Agriculture. The Landowner and ASCS are jointly referred to as the "Parties".

This conveyance is in conjunction with Wetlands Reserve Program (WRP) contract number 19, in the County (Borough or Parish) of Concordia, State of Louisiana.

FOR AND IN CONSIDERATION of the above referenced WRP easement, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to ASCS all right, title and interest in the property described in Part II, Paragraph A, including appurtenant rights of access described in Part II, Paragraph E. Those rights specified in Part III, Paragraph D are reserved to the landowner for the duration of the easement specified in Part II, Paragraph D, of this document. By this easement, the Landowner covenants compliance with the terms and conditions enumerated for the use of lands described in this document, and will refrain from any activity not specifically allowed or inconsistent with the purposes of this easement or with the exercise of the rights granted to ASCS or its representatives.

PART I - PURPOSE AND AUTHORITY

- A. Purpose. The purpose of this easement is to restore, protect and maintain the functional values of wetlands and other eligible lands for wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. The details of how this is to be accomplished are provided in the Wetlands Reserve Plan of Operation (WRPO) developed for the easement area. Summary of the WRPO is attached and such summary is incorporated by reference as a part of this easement.
- B. Authority. Food Security Act of 1985, as amended (16 U.S.C. 3801 et. seq.).

PART II - PROPERTY DESCRIPTION

- A. Easement Area. The property encumbered by this Wetlands Reserve Program easement is described as follows: [Provide a legal description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]

Lot No. One (1) of the partition of a portion of the northwest quarter (NW/4) of Section 4, T8NR9E., Concordia Parish, Louisiana, as shown on a plat of Herton & Donohue, Reg. C. E., dated December, 1955, attached hereto by reference, said Lot No. One (1) containing 93.82 acres.

Being the same property acquired by W. A. Cranford in Act of Partition with Mrs. Vashti Haley, as shown by document dated 23 January, 1956, recorded in COB T-5, page 38.

Subject to reservation by prior vendor of all the oil, gas and minerals and mineral rights, in, on, under and to be produced from the hereinabove described property; BUT being conveyed a one-sixteenth (1/16th) royalty interest.

- B. In addition, the Landowner agrees to refrain from engaging in the following activities on land owned by the Landowner:
(Insert "NONE" unless otherwise specified by ASCS)

NONE

C. Definitions. For purposes of this easement:

1. "Easement Area" means the land on which the approved practices are required. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in Exhibit A. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person who has title to the easement area. "Landowner" shall also include such person's heirs, successors and assigns.
4. Wetlands Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for the Wetlands Reserve Program contract referenced above. The WRPO is available for inspection at the County ASCS Office in the county identified above.

D. Duration of Easement.

1. This easement shall continue in perpetuity unless D 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on N/A. Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

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- E. Access. The Landowner grants to the ASCS and its representative, a right of access to the easement area. Such access shall be for any purposes ASCS or its representative determines necessary to ensure compliance with the WRPO and the easement. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs resulting from access establishment and maintenance shall be borne by the Landowner. ASCS will pay the fair market value of a planted crop destroyed because of ASCS exercising its right of access to the easement area. The landowner is free to locate and relocate the place of access as the landowner deems desirable, provided that such location is sufficient to provide reasonable access to the easement area.

PART III - COVENANTS BY THE LANDOWNER

- A. Title. The Landowner covenants that the Landowner is vested with good title to the easement area and will warrant and defend unto ASCS the same against all claims and demands including, but not limited to, claims and demands against ASCS' quiet and peaceable use and enjoyment of the easement area and the right of access granted herein.
- B. Easement Practices.
1. Compliance. The Landowner shall comply with all easement practices specified in the WRPO. In the event of a conflict or ambiguity between the WRPO or this easement, the provisions of this easement shall prevail.
 2. Costs Incurred in Implementing the WRPO. All costs involved in the implementation of the WRPO and the right of access granted to ASCS and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with the easement area, including taxes, be the responsibility of the Landowner.
 3. ASCS Rights to Inspect Property and Perform Work on the Property. By this easement, ASCS and its authorized representatives have a right of access to the easement area, including but not limited to, the right to inspect the easement area, and, if necessary, the right to perform measures necessary to maintain the easement practices specified in the attached WRPO summary.
- C. ASCS Rights Run with the Land and Bind the Landowner's Successors. The rights granted to ASCS in this easement run with the land and shall be superior to the rights of all others in the easement area. All obligations of the Landowner under this easement shall also bind the Landowner's heirs, successors, and assigns.
- D. Use of the Easement Area. The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations. When specified in the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.
- E. Violations. If there is any failure to comply with the provisions of this easement and the WRPO; to provide access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, ASCS, or its authorized representative, may enter onto the property to perform the necessary work, seek specific performance, or seek any other legal remedy provided by law. All expenses incurred by the United States of America (including any legal fees or attorney fees) thereby incurred shall be assessed against the Landowner.
- F. Prohibitions. No action shall be taken on the easement area by the Landowner, the landowner's representative, heirs, successors or assigns, unless such action is in accordance with the WRPO, this easement, and the WRP regulations. Generally, unless specified in the attached WRPO Summary, such prohibitions include, but are not limited to the following:
1. No structures may be built.
 2. No agricultural commodities may be planted for harvest.

- 3. No alteration of the hydrology on the easement area may be done.
- 4. No alteration of the wildlife habitat or other natural land features of the easement area may be done.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

Grantor(s) } George E. Tosspon, Jr.
 } George E. Tosspon, Jr.

 } Jeri Sue Smith Tosspon
 } Jeri Sue Smith Tosspon

(Acknowledgment in accordance with State or Local Practice)

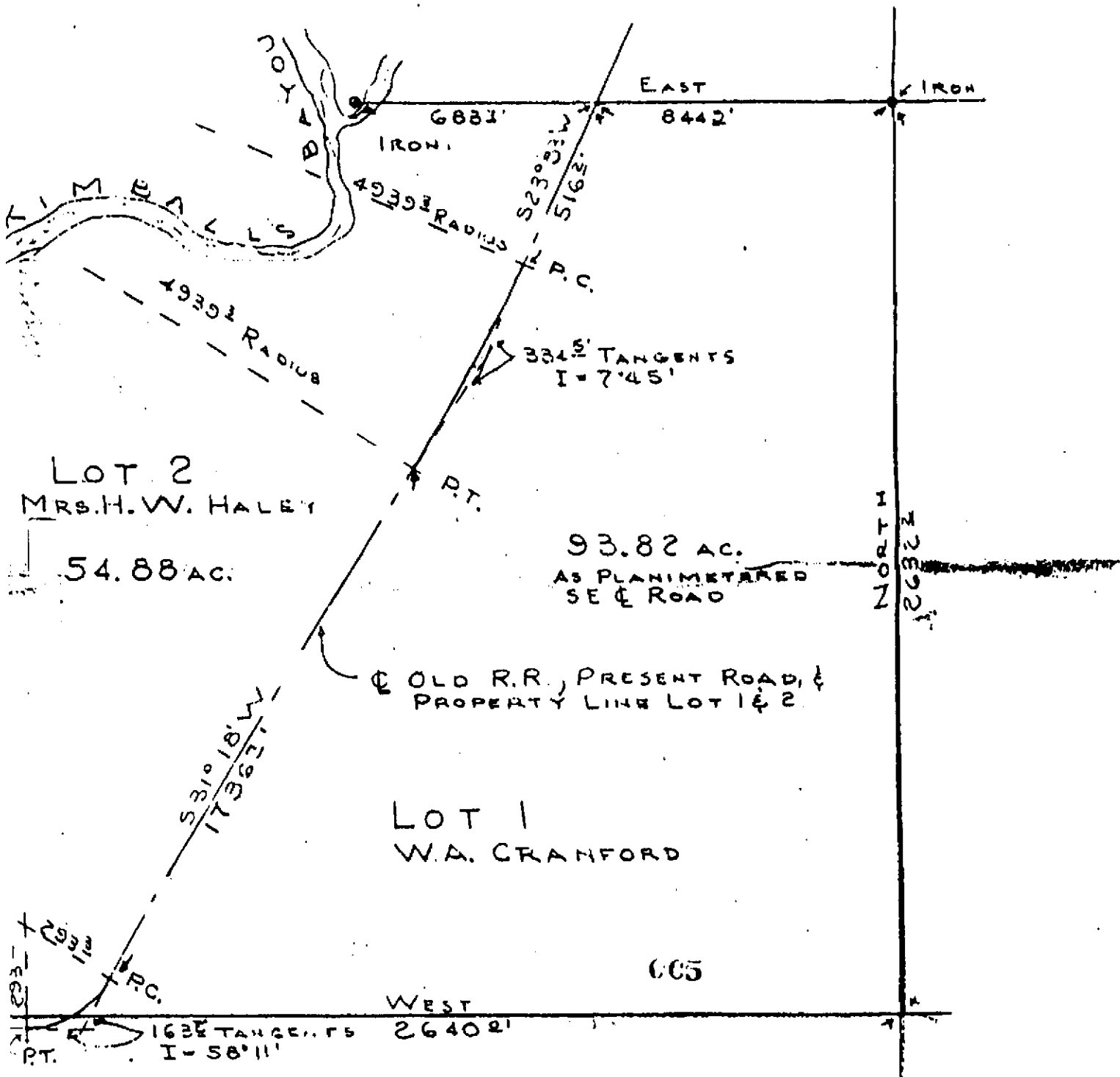
STATE OF LOUISIANA
PARISH OF CONCORDIA

BE IT KNOWN, that on this 14th day of December, 1993, before me, the undersigned authority, duly commissioned and qualified within and for the State of Louisiana and Parish aforesaid, personally came and appeared GEORGE E. TOSSPON, JR., and JERI SUE SMITH TOSSPON, to me known to be the identical persons who executed the above and foregoing instrument, who declared and acknowledged that they executed the above and foregoing instrument of their own free will and their own act and deed, for the uses, purposes and benefits therein expressed.

Robert D. Drapeau
NOTARY PUBLIC

EXHIBIT "A"

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SHERIFF'S OFFICE
CONCORDIA, MISSOURI