



## United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Mark Twain National Wildlife Refuge  
Annada District  
P.O. Box 88, Annada, Missouri 63330  
573/847-2333 fax 573/847-2269  
e-mail: Dave\_Ellis@mail.fws.gov

Todd Vaughn  
19609 NE 161 Street  
Kearney, MO 64060

Dear Mr. Vaughn,

Enclosed please find a copy of the Quitclaim Deed for the Conservation Easement on the Logsdon property located in Lewis County. Please call me if you have any questions about the content of the deed.

Sincerely,

Beatrix Treiterer  
Refuge Operations Specialist

enclosures

cc: Larry Kennedy

SEP 26 1994

QUITCLAIM DEED

*Our Copy*

THIS INDENTURE, made this 14th day of September, 1993, by and between the United States of America, acting through the Farmers Home Administration, and Todd J. Logsdon and Dustin M. Logsdon, hereinafter referred to as "the purchaser(s)":

WITNESSETH, that the United States of America, acting through the Farmers Home Administration, in consideration of the sum of TEN DOLLARS and other valuable considerations does by these presents REMISE, RELEASE AND FOREVER QUITCLAIM unto the purchaser(s), the following described real property lying, being and situate in the County of Lewis, State of Missouri, to wit:

A part of the Southeast Quarter of the Southwest Quarter of Section Twenty-Four (24), and a part of the Southwest Quarter of the Southeast Quarter of Section Twenty-Four (24) described as follows: Begin at the Southeast corner of the Southwest Quarter of said Section Twenty-Four (24), run thence due East to the Middle of the Middle Fabius River, thence along the middle of said river in a Northeasterly direction until a red oak tree is reached which stands on the West bank of said river, thence in a Southwesterly direction to a point on the East line of said Southwest Quarter of the Southwest Quarter of said section, which point is 40 rods due North of said point of beginning, thence due South to the place of beginning; all that part of the Northwest Quarter of Section Twenty-Five (25) which lies West of the Middle of the Middle Fabius River; all that part of the West Half of the Southwest Quarter of Section Twenty-Five (25) which lies North of the public road which road now runs in a Westerly direction and known as Binger's Mill Road; the East 42 1/2 acres of the East Half of the Northeast Quarter of Section Twenty-Six (26), the North 24 acres of the West 37 1/2 acres of the East Half of the Northeast Quarter of Section Twenty-Six (26); the West Half of the Northeast Quarter of Section Twenty-Six (26); 3 acres, more or less, out of the Northwest corner of the East Half of the Northwest Quarter of the Southeast Quarter of Section Twenty-Six (26) bounded on the East and South by the public road and on the West by the Section line, all in Township Sixty-Two (62) North, Range Nine (9) West of the Fifth Principal Meridian in Lewis County, Missouri.

The above-described property is also described as:

A tract of land lying in and being part of the Northeast Quarter, and a part of the Southeast Quarter of Section 26, and also a part of the Northwest Quarter of Section 25, and a part of the Southwest Quarter of Section 24, all in Township 62 North, Range 9 West of the Fifth Principal Meridian, Lewis County, Missouri and being more fully described as follows:

Beginning at a point marking the Southwest corner of the Northeast Quarter of the aforementioned Section 26; thence North 00 Degrees 17 Minutes and 58 Seconds West along the West line of said Quarter Section a distance of 2667.71 feet to a point marking the Northwest corner of the West One-Half of the Northeast Quarter of said Section 26; thence North 88 Degrees 52 Minutes and 55 Seconds East along the North line of said Section 26 a distance of 2632.08 feet to a point

marking the corner common to Sections 23, 24, 25, and 26; thence North 88 Degrees 43 Minutes and 31 Seconds East along the North line said Section 25, and along the South line of said Section 24 a distance of 1311.09 feet to a point marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 24; thence North 00 Degrees and 00 Minutes East along the East line of the Southwest Quarter of the Southwest Quarter of said Section 24 a distance 660.00 feet; thence North 65 Degrees 46 Minutes and 57 Seconds East 2374.72 feet to a point on the center line of the Middle Fabius River; the following courses will be along the center line of said Middle Fabius River until stated otherwise: thence South 17 Degrees 20 Minutes and 01 Seconds West 618.89 feet; thence South 39 Degrees 16 Minutes and 28 Seconds West 282.70 feet; thence South 70 Degrees 27 Minutes and 14 Seconds West 298.02 feet; thence South 29 Degrees 14 Minutes and 02 Seconds West 274.53 feet; thence South 26 Degrees 27 Minutes and 22 Seconds West 188.16 feet; thence South 52 Degrees 31 Minutes and 44 Seconds West 194.37 feet; thence South 73 Degrees 50 Minutes and 57 Seconds West 172.90 feet; thence South 80 Degrees 39 Minutes and 07 Seconds West 572.35 feet; thence South 63 Degrees 43 Minutes and 17 Seconds West 1100.19 feet; thence South 44 Degrees 50 Minutes and 27 Seconds West 515.74 feet; thence South 56 Degrees 11 Minutes and 40 Seconds West 319.28 feet; thence South 08 Degrees 28 Minutes and 50 Seconds West 174.68 feet; thence South 18 Degrees 28 Minutes and 57 Seconds East 139.26 feet; thence South 45 Degrees 49 Minutes and 47 Seconds East 656.45 feet; thence South 86 Degrees 07 Minutes and 44 Seconds East 332.92 feet; thence South 56 Degrees 52 Minutes and 15 Seconds East 870.62 feet; thence South 01 Degrees 20 Minutes and 57 Seconds East (leaving the center line of said Middle Fabius River) a distance of 398.60 feet to a point on the South line of the Northwest Quarter of the aforementioned Section 25; thence South 88 Degrees 43 Minutes and 18 Seconds West along the South line of said Northwest Quarter a distance of 403.50 feet to a point on the center line of a public road known as Binger's Mill Road; thence South 86 Degrees 43 Minutes and 11 Seconds West along said center line 397.21 feet; thence South 78 Degrees 27 Minutes and 49 Seconds West along said center line 126.45 feet; thence South 65 Degrees 52 Minutes and 26 Seconds West along said center line 322.10 feet; thence South 75 Degrees 09 Minutes and 26 Seconds West along said center line 118.39 feet; thence North 87 Degrees 10 Minutes and 32 Seconds West along said center line 169.99 feet; thence North 76 Degrees 17 Minutes and 10 Seconds West along said center line 164.68 feet to a point on the West line of the West One-Half of the Southwest Quarter of the aforementioned Section 25; thence North 00 Degrees 27 Minutes and 31 Seconds West along said West line 134.47 feet to a point marking the Southwest corner of the Northwest Quarter of the aforementioned Section 25, said point also being the Southeast corner of the Northeast Quarter of the aforementioned Section 26; thence South 88 Degrees 16 Minutes and 37 Seconds West along the South line of said Northeast Quarter of said Section 26 a distance of 700.51 feet to a point marking the Southwest corner of the East 42-1/2 acres of the Northeast Quarter of said Section 26; thence North 00 Degrees 13 Minutes and 49 Seconds West along the West line of said 42-1/2 acres a distance of 947.77 feet to a point marking the Southeast corner of the North 24 acres of the West 37-1/2 acres of the Northeast Quarter of said Section 26; thence South 88 Degrees 52 Minutes and 55 Seconds West along the South line of said 24 acres a distance of 614.66 feet to a point marking the Southwest corner of said 24 acres; thence South 00 Degrees 15 Minutes and 54

and 31 Seconds East along the South line of said Section 24 and the North line of said Section 25 a distance of 1311.09 feet to a point marking the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 24; thence North 00 Degrees and 00 Minutes East along the East line of the Southwest Quarter of the Southwest Quarter 660.00 feet; thence North 65 Degrees 46 Minutes and 57 Seconds East 2374.72 feet to a point on the center line of the Middle Fabius River; the following courses will be along the center line of said Middle Fabius River until stated otherwise; thence South 17 Degrees 20 Minutes and 01 Seconds West 618.89 feet; thence South 39 Degrees 16 Minutes and 28 Seconds West 282.70 feet; thence South 70 Degrees 27 Minutes and 14 Seconds West 298.02 feet; thence South 29 Degrees 14 Minutes and 02 Seconds West 274.53 feet; thence South 26 Degrees 27 Minutes and 22 Seconds West 188.16 feet; thence South 52 Degrees 31 Minutes and 44 Seconds West 194.37 feet; thence South 73 Degrees 50 Minutes and 57 Seconds West 172.90 feet; thence South 80 Degrees 39 Minutes and 07 Seconds West 572.35 feet; thence South 63 Degrees 43 Minutes and 17 Seconds West 1100.19 feet; thence South 44 Degrees 50 Minutes and 27 Seconds West 515.74 feet; thence South 56 Degrees 11 Minutes and 40 Seconds West 319.28 feet; thence South 08 Degrees 28 Minutes and 50 Seconds West 174.68 feet; thence South 18 Degrees 28 Minutes and 57 Seconds East 139.26 feet; thence South 45 Degrees 49 Minutes and 47 Seconds East 656.45 feet; thence South 86 Degrees 07 Minutes and 44 Seconds East 332.92 feet; thence South 56 Degrees 52 Minutes and 15 Seconds East 870.62 feet; thence South 01 Degrees 20 Minutes and 57 Seconds East (leaving the center line of said Middle Fabius River) 242.38 feet; thence North 56 Degrees 52 Minutes and 15 Seconds West, 200-feet from and parallel to the center line of Middle Fabius River, a distance of 955.34 feet; thence North 86 Degrees 07 Minutes and 44 Seconds West, 200-feet from and parallel to the center line of Middle Fabius River, a distance of 354.10 feet; thence North 45 Degrees 49 Minutes and 47 Seconds West, 200-feet from and parallel to the center line of Middle Fabius River, a distance of 712.01 feet to a point on the West line of the Northwest Quarter of said Section 25; thence North 00 Degrees 13 Minutes and 50 Seconds West along said West line 1404.55 feet to the point of beginning, containing 63.62 acres, more/less.

## II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; (3) grazing; (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may



be assumed in writing by the easement manager where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other stock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided:

- (1) the easement manager bears the costs of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;
- (2) the easement manager shall consult with the landowner to determine the need for and the scope of fencing; and
- (3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

### III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I.

In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most

appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the easement area.

G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.

H. The right to exclude landowner and/or public entry, if such entry is deemed to pose a threat to fish and wildlife or their habitat.

#### IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests of the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

#### V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

Seconds East along the West line of the West 37-1/2 acres of the Northeast Quarter of said Section 26 a distance of 954.24 feet to a point marking the Southeast corner of the West One-Half of the Northeast Quarter of said Section 26; thence South 88 Degrees 16 Minutes and 41 Seconds West along the South line of said West One-Half 255.08 feet; thence South 28 Degrees 37 Minutes and 58 Seconds West along an old roadway 836.06 feet to a point on the West line of the East One-Half of the Northwest Quarter of the Southeast Quarter of said Section 26; thence North 00 Degrees 06 Minutes and 58 Seconds West along said West line 721.72 feet to a point on the South line of the West One-Half of the Northeast Quarter of said Section 26; thence South 88 Degrees 16 Minutes and 37 Seconds West along said South line 657.36 feet to the point of beginning, containing 241.357 acres, more/less, with the above described subject to that portion now being used for public road purposes (Binger's Mill Road).

TO HAVE AND TO HOLD the same with all the rights, immunities, privileges, and appurtenances thereto belonging unto the purchaser(s) and the heirs, executors, administrators, and assigns forever, so that neither the United States of America acting through the Farmers Home Administration, nor any person for it, or in its name or behalf, shall or will hereafter claim or demand any rights or title to the aforesaid premises, or any part thereof, but they and everyone of them shall, by these presents, be excluded and forever barred.

#### CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

#### I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

A tract of land lying in and being a part of the Northwest Quarter of Section 25, and a part of the Southwest Quarter of Section 24, all in Township 62 North, Range 9 West of the Fifth Principal Meridian, Lewis County, Missouri, and being more fully described as follows:

Beginning at a point marking the Northwest corner of the aforementioned Section 25, said point also being the Southwest corner of the aforementioned Section 24; thence North 88 Degrees 43 Minutes

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.

F. Subject to paragraph III-G in this easement, The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors or assigns. The landowner covenants to warrant and defend unto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

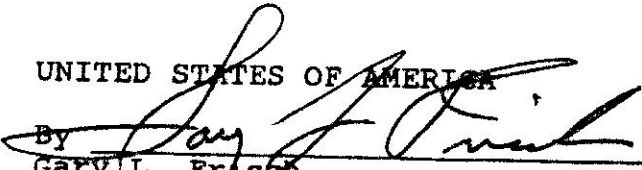
H. The easement manager shall be the agent of the United States or its successors or assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.

This instrument is executed and delivered pursuant to the authority of Title V of the Housing Act of 1949, 42 U.S.C. 1480; the Consolidated Farm and Rural Development Act, 7 U.S.C. § 1985; and delegation of authority at 7 C.F.R. Part 1900. No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

IN WITNESS WHEREOF, the United States of America, acting through the Farmers Home Administration, by the Missouri State Director of the Farmers Home Administration, has executed these presents on the day and year first above written.

Address of Grantee:  
Box 87  
LaBella, MO 63447

UNITED STATES OF AMERICA

By   
Gary L. Frisen,  
Acting State Director  
Farmers Home Administration  
State of Missouri  
U.S. Department of Agriculture



ACKNOWLEDGEMENT

STATE OF MISSOURI )

) ss.

COUNTY OF BOONE )

On this 14th day of September, 1993, before me personally appeared Gary L. Frisch, known to me to be the Acting State Director of the Farmers Home Administration for the State of Missouri, United States Department of Agriculture, and the person who executed the foregoing instrument, and acknowledged that he executed the same as his own free act and deed and as the free act and deed of the United States of America, pursuant to authority duly conferred upon him.

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

  
Janice K. Schweikert

Notary Public

Commissioned in Boone County

(SEAL)

My commission expires 03-08-97.