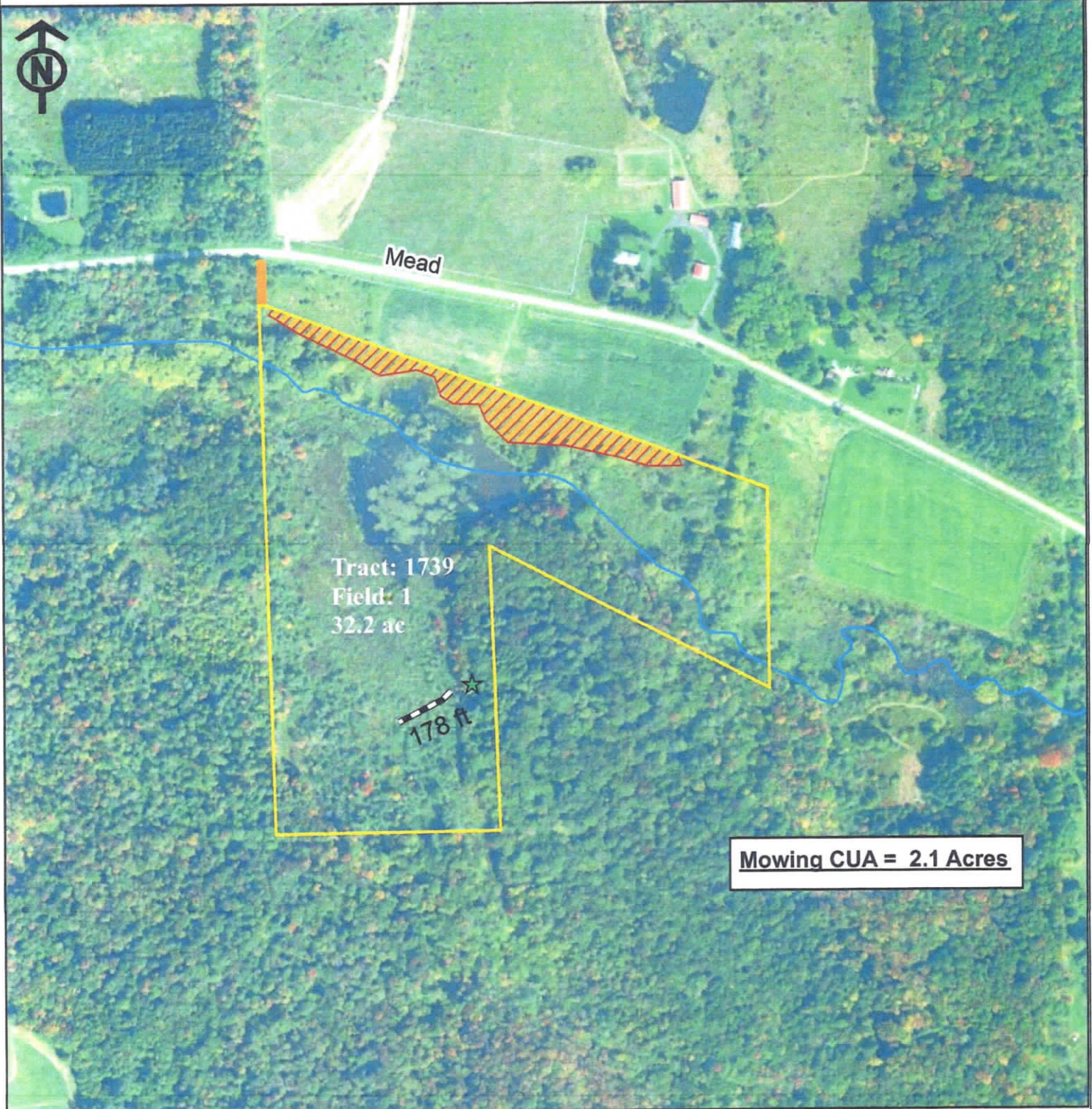


# COMPATIBLE USE AUTHORIZATION ACTIVITY MAP

Date: 9/10/2018

Customer(s): Randy Illig  
Agreement Number: 662C3199003GP  
District: CHAUTAUQUA - SWCD  
Tract: 1739 Field: 1

Field Office: JAMESTOWN SERVICE CENTER  
Agency: USDA - NRCS  
Assisted By: MADELEINE SMITH  
State and County: New York, Chautauqua County



Legend	
662C3199003GP	Trails = 178 ft
NRCSesmnts_accesses_a_ny	Mowing = 2.1 ac
water_dm_l_ny013	Deer Stand

Prepared with assistance from USDA-Natural Resources Conservation Service



RECORD & RETURN TO: SCHWERZMANN & WISE, P.C.  
215 Washington Street  
P.O. Box 704  
Watertown, New York 13601  
Attn: KAS 2038-269

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

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

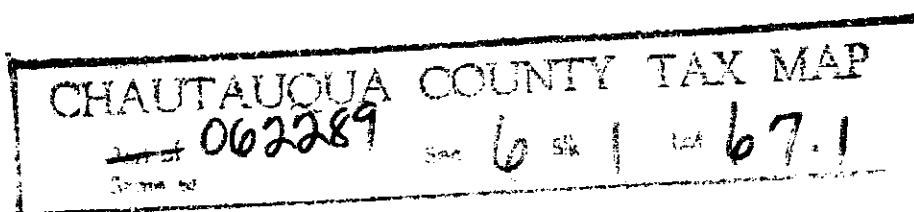
**WARRANTY EASEMENT DEED  
PERPETUAL**

**WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-2C31-9-00681**

THIS WARRANTY EASEMENT DEED is made by and between ROBERT JUREWICZ and MARILYN A. WILL, his wife, of 4151 COWING ROAD, LAKEWOOD, NEW YORK 14750 (hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250 (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 Commodity Credit Corporation (CCC) of the Department of Agriculture. A cooperating Federal agency is the United States Fish and Wildlife Service of the 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 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 TEN THOUSAND THIRTY-NINE DOLLARS and 00/100 (\$10,039.00), 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 32.168 acres of land, more or less, 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.

~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 also described in EXHIBIT A 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 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.

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, 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 Secretary of Agriculture 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.

Dated this 18th day of May, 2000.

Witness(es):

Landowner(s):

Rhonda L. Giordano

Robert Jurewicz  
ROBERT JUREWICZ

Rhonda L. Giordano

Marilyn A. Will  
MARILYN A. WILL

Acknowledgment

STATE OF NEW YORK \_\_\_\_\_ )  
COUNTY OF Chautauqua \_\_\_\_\_ ) ss

On the 18th day of May in the year 2000, before me, the undersigned, a notary public in and for said state, personally appeared ROBERT JUREWICZ AND MARILYN A. WILL personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Kendra Joette Ormond  
Notary Public

KENDRA J. ORMOND, Commissioner of Deeds  
in and for the City of Jamestown, NY  
My Commission Expires April 17, 2002  
(NOTARIAL SEAL)

My Commission Expires: April 17, 2002

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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 (OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, DC. 20503.

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LEGAL DESCRIPTION  
TOWN OF BUSTI  
UNITED STATES OF AMERICA  
WETLAND RESERVE PROGRAM  
CONTRACT NO. 66-2C31-9-00681  
ROBERT JUREWICZ  
32.168 ± ACRE EASEMENT

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Busti, County of Chautauqua, State of New York, being a part of Lot 21, Township 1, Range 12 of the Holland Land Company's Survey being a portion of the same lands conveyed to Robert Jurewicz by deed dated November 21, 1996 and recorded in the Chautauqua County Clerk's Office in Liber 2358 at Page 307, bounded and described as follows:

Bearings are related to solar observations performed on February 21, 2000. Set rebars are  $\frac{5}{8}$ " x 32" with red plastic cap stamped WRP Easement.

COMMENCING at a point in the west line of Lot 21 and the east line of Lot 29, point being in the center of Mead Road on the west line of said lands of Robert Jurewicz:

Thence S  $01^{\circ}$ -  $32'$ -  $53''$  W along the west line of Lot 21, a distance of 24.75 feet to a set  $\frac{5}{8}$ " rebar with plastic NRCS cap and continuing for a distance of 132.47 feet for a total of 157.22 feet to a set  $\frac{5}{8}$ " rebar to the POINT OF BEGINNING:

Thence through lands of Robert Jurewicz the following 2 courses:

[1] S  $88^{\circ}$ -  $27'$ -  $07''$  E and along the south line of the access easement hereinafter described, a distance of 20.00 feet to a set  $\frac{5}{8}$ " rebar;

[2] S  $66^{\circ}$ -  $22'$ -  $05''$  E, a distance of 1578.40 feet to a set  $\frac{5}{8}$ " rebar in the east line of Robert Jurewicz:

Thence S  $02^{\circ}$ -  $48'$ -  $50''$  W along the east line of Robert Jurewicz, a distance of 596.04 feet to a set  $\frac{5}{8}$ " rebar;

Thence through lands of Robert Jurewicz the following 2 courses:

N  $59^{\circ}$ -  $24'$ -  $17''$  W, a distance of 929.23 feet to a set  $\frac{5}{8}$ " rebar;

S  $01^{\circ}$ -  $13'$ -  $06''$  W, a distance of 847.88 feet to a set  $\frac{5}{8}$ " rebar, point being in the south line of Lot 21 and the north line of Lot 20 on the south line of Robert Jurewicz:

Thence N  $87^{\circ}$ -  $29'$ -  $57''$  W along the south line of Lot 21 and the south line of Robert Jurewicz, a distance of 662.06 feet to a found  $2\frac{1}{4}$ " pipe, point being the southwest corner of Lot 21:

**EXHIBIT A**

Thence N 01° - 32' - 53" E along the west line of Lot 21 and the west line of Robert Jurewicz, a distance of 1575.00 feet to the POINT OF BEGINNING;

Containing 52.168 ± Acres of land more or less.

Together with a 20 foot wide Right-of-Way for ingress and egress described as follows:

Beginning at a point in the west line of Lot 21 on the west line of Robert Jurewicz at the center of Mead Road;

Thence S 81° - 02' - 06" E along the center of Mead Road, a distance of 20.17 feet to a point in the center of Mead Road;

Thence S 01° - 32' - 53" W through lands of Robert Jurewicz, a distance of 24.75 feet to a set 5/8" rebar and continuing for a distance of 129.87 feet for a total of 154.62 feet to a set 5/8" rebar, in the north line of the above described easement;

Thence N 88° - 27' - 07" W and along the north line of the above described easement, a distance of 20.00 feet to a set 5/8" rebar with plastic NRCS cap in the west line of Lot 21 and the west line of Robert Jurewicz;

Thence N 01° - 32' - 53" E along the west line of Lot 21 and the west line of Robert Jurewicz, a distance of 132.47 feet to a set 5/8" rebar and continuing for a distance of 24.75 feet for a total of 157.22 feet to the POINT OF BEGINNING.

Containing 0.072 ± Acres of land more or less.

A map of the above described parcel of land was prepared by E&M Engineers and Surveyors, PC, date March 28, 2000, distinguished as E&M Map No. CC-00-21-189-X, and is being filed simultaneously herewith in the Chautauqua County Clerk's Office and in the USDA, Natural Resources Conservation Service State Office in Syracuse, New York.