

1. Prohibiting ingress and egress over and across and use by the general public of any or all of the herein-described lands lying within 300 feet of the ordinary low water mark of the river for such uses and purposes as are not inconsistent with the restrictions and purposes of said scenic easement.

2. Using the said lands for mining or industrial activity or for any purpose whatsoever except for noncommercial residential purposes or for such additional purposes as may be authorized in writing on such terms and conditions deemed appropriate by the Secretary of the Interior or his authorized representative. But the parties of the first part shall not be precluded hereby from farming the land nor from grazing livestock thereon provided the same be done in conformity with good husbandry practice. The permitted use for farming and grazing shall not include the harvesting of timber, but firewood for personal use may be gathered from selected areas upon approval of the Park Superintendent.

3. Erecting or building any structures on said lands, including major alterations to existing buildings, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative. There is specifically retained by the parties of the first part, their heirs, successors and assigns the right to perform ordinary maintenance on all existing structures and buildings, together with the right to replace, rebuild or substitute any building or structure now existing with similar buildings or structures in substantially the same location, if all or any of such existing buildings are destroyed or damaged by fire, storm or other casualty.

4. Permitting any change in the character of the topography of said lands other than that caused by the forces of nature, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative.

5. Permitting the accumulation of any trash or foreign material which is unsightly or offensive.

6. Cutting or permitting to be cut, destroying or removing any timber or brush, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative. Provided, however, that seedling trees or seedling shrubbery may be grubbed up or cut down in accordance with good farm practice on lands presently being cultivated or for residential maintenance purposes. Cultivated crops, including orchard fruit and nut trees, may be pruned, sprayed, harvested and otherwise maintained in accordance with good farm practice.

7. No trailer shall be placed, used or maintained on said lands as a substitute for a residential building or other structure, and no sign, billboard,

or advertisement shall be displayed or placed upon the land, except that one sign not greater than 24 inches by 36 inches, in size, advertising the sale of products raised thereon or sale or lease of the lands may be displayed on appropriate occasions.

The lands hereinabove referred to and to which the provisions of this instrument apply are situated in the County of Dent , State of Missouri, and are more particularly described as follows:

See description attached hereto and made a part hereof.

This conveyance is subject to existing easements for public roads and highways, public utilities, railroads and pipelines

By acceptance of this deed, the party of the second part specifically agrees for the purpose of the parties of the first part retaining their present means and rights of ingress and egress, that the parties of the first part, their heirs, successors and assigns, or invitees, shall not be required to pay, when proceeding directly to and from such lands, park entrance or road fees.

The parties of the first part, for the consideration hereinabove set out,

further grant unto the party of the second part and its duly authorized representatives the right of ingress and egress upon and across said lands for the purpose of effecting emergency action with regard to the control and suppression of fires and for emergency action needed for visitor protection in relation to the operation of the Ozark National Scenic Riverways as established by the hereinabove mentioned Act.

TO HAVE AND TO HOLD the hereindescribed scenic easement and rights unto the party of the second part and its assigns forever.

The parties of the first part, for themselves , their heirs, successors and assigns do hereby covenant with the said party of the second part and its assigns that they are lawfully seized of an indefeasible estate in fee simple in the hereindescribed lands; that they have the right to sell and convey the estate, interest and scenic easement herein conveyed; and that they will warrant and defend unto the party of the second part and its assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement against the lawful claims and demands of all persons whomsoever.

Ozark National Scenic Riverways

Dent County, Missouri

Owner: Charlotte Bell Conley &
Charles Hosek Conley

Acres: 1.13

TRACT NO. OZAR 124

A tract of land situated in the County of Dent, State of Missouri, being part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 26, Township 32 North, Range 7 West of the Fifth Principal Meridian, and being more particularly described as follows:

Beginning at a point in the center of the Current River, said point being 984 feet south of the north line of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$; thence north $88^{\circ} 45'$ east 135 feet, more or less, along the common property line between this tract and the Frank A. Murray, et al property (designated as Tract No. OZAR 125) to a point which is the northeast corner of this tract; thence southerly 375.5 feet, more or less, along the easterly boundary of this tract to a point which is South $85^{\circ} 34'$ east 137 feet from the centerline of the Current River; thence north $85^{\circ} 34'$ west 137 feet, more or less, along the common line between this tract and the Paul B. Hunker property (designated as Tract No. OZAR 118) to a point in the center of the Current River; thence upstream in a northerly direction along the meander of the centerline of said River to the point of beginning and containing 1.13 acres, more or less.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

_____(SEAL)
Charlotte Bell Conley

_____(SEAL)
Charles Hosek Conley

_____(SEAL)
Esther C. Conley

STATE OF)
) SS.
COUNTY OF)

On this day of , 19 , before me personally appeared
Charlotte Bell Conley and Charles Hosek Conley and Esther C. Conley/ ^{his wife} , to me known
to be the persons described in and who executed the foregoing instrument, and
acknowledged that they executed the same as their free act and deed.

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

Notary Public

My term of office as a Notary Public will expire _____ 19 .

UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

Project: Ozark National
Scenic Riverways

Tract No: ~~CEAR 124~~

Contract No: 14-10-2-614-141

OFFER TO SELL SCENIC EASEMENT

The undersigned, hereinafter called the Vendor, in consideration of the examination and appraisal of the following described land, the examination by the United States of the title thereto, and of the mutual covenants and agreements herein set forth, offers to sell and convey to the United States of America and its assigns, a perpetual and assignable scenic easement for the purposes set forth in Exhibit B, in, upon, over and across that certain tract of land described in Exhibit _____ attached hereto and made a part hereof.

Said scenic easement is subject to the following rights outstanding in third parties: Existing easements for public roads and highways, public utilities, railroads and pipelines, if any.

The terms and conditions of this offer are as follows:

(1) The Vendor agrees that this offer may be accepted by the United States through any duly authorized representative by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated herein, at any time within ~~three~~ (3) months from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor for said easement and rights the sum of ~~two thousand two hundred and no/100 dollars~~

(\$ 2,200.00), payable upon acceptance of this offer and approval of the Vendor's title; provided the Vendor can execute and deliver a good and sufficient general warranty deed conveying said easement and rights to the United States of America and its assigns, free and clear from all liens and encumbrances, except those specifically excepted above.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to the United States and the procurement of the necessary title evidence.

Exhibit A

Ozark National Scenic Riverways

Dent County, Missouri

Owner: Charlotte Bell Conley &
Charles Hosek Conley

Acres: 1.13

TRACT NO. OZAR 124

A tract of land situated in the County of Dent, State of Missouri, being part of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 26, Township 32 North, Range 7 West of the Fifth Principal Meridian, and being more particularly described as follows:

Beginning at a point in the center of the Current River, said point being 984 feet south of the north line of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$; thence north $88^{\circ} 45'$ east 135 feet, more or less, along the common property line between this tract and the Frank A. Murray, et al property (designated as Tract No. OZAR 125) to a point which is the northeast corner of this tract; thence southerly 375.5 feet, more or less, along the easterly boundary of this tract to a point which is South $85^{\circ} 34'$ east 137 feet from the centerline of the Current River; thence north $85^{\circ} 34'$ west 137 feet, more or less, along the common line between this tract and the Paul B. Hunker property (designated as Tract No. OZAR 118) to a point in the center of the Current River; thence upstream in a northerly direction along the meander of the centerline of said River to the point of beginning and containing 1.13 acres, more or less.

(4) The Vendor agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of conveyance to the United States shall be satisfied of record or provision made therefor by the Vendor at or before the transfer of title, and if the Vendor fails to do so, the United States may pay any taxes, assessments and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the United States conveying the easement and rights herein described, pay the documentary revenue stamp tax, and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said easement and rights by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said easement and rights; agrees that any and all awards of just compensation that may be made in the proceedings to any defendant shall be payable and deductible from the said amount; and agrees that said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in paragraph (6).

(6) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land in which said easement is to be granted for the purpose of exercising any of the rights described in said Exhibit B from and after acceptance by the United States of this offer until such time as such easement is conveyed to the United States.

(7) The United States specifically agrees, for the purpose of the Vendor retaining his present means and rights of ingress and egress, that the Vendor, his heirs, successors, assigns, and invitees shall not be required to pay, when proceeding directly to and from such lands, park entrance or road fees.

(8) The Vendor agrees to grant unto the United States and its duly authorized representatives the right of ingress and egress upon and across said lands for the purpose of effecting emergency action with regard to the control and suppression of fires and for emergency action needed for visitor protection in relation to the operation of the Ozark National Scenic Riverways.

(9) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in and execute the deed to the United States.

(10) The Vendor represents and it is a condition of acceptance of this offer that no member of or delegate to Congress, or resident commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation if made for its general benefit.

(11) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(12) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

Signed, Sealed and Delivered this 6th day of MARCH, 1967.

Witness:

James H. Cameron

Charlotte Bell Conley (Seal)
Vendor
A Single Person

_____ (Seal)
Spouse of Vendor

James H. Cameron

Charles Horck Conley (Seal)
Vendor

James H. Cameron

Esther C. Conley (Seal)
Spouse of Vendor

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

~~Mrs. Charlotte Ball Conl (Name and Address) Kirkwood, Missouri 63122~~

ACCEPTANCE OF OFFER TO SELL EASEMENT

Date: *March 14, 1967*

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

Edward F. Doyle

Edward F. Doyle
Acting Land Acquisition Officer

Description of Perpetual Scenic Easement Estate:

The restrictions hereby imposed upon the use of said lands of the Vendor and the acts which the Vendor so covenants to refrain from doing upon the herein described lands are and shall be as follows:

1. Using the said lands for mining or industrial activity or for any purpose whatsoever except for noncommercial residential purposes or for such additional purposes as may be authorized in writing on such terms and conditions deemed appropriate by the Secretary of the Interior or his authorized representative. But the Vendor shall not be precluded hereby from farming the land nor from grazing livestock thereon provided the same be done in conformity with good husbandry practice. The permitted use for farming and grazing shall not include the harvesting of timber, but firewood for personal use may be gathered from selected areas upon approval of the Park Superintendent.
2. Erecting or building any structures on said lands, including major alterations to existing buildings, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative. There is specifically retained by the Vendor the right to perform ordinary maintenance on all existing structures and buildings, together with the right to replace, rebuild, or substitute any building or structure now existing with similar buildings or structures in substantially the same location, if all or any of such existing buildings are destroyed or damaged by fire, storm or other casualty.
3. Permitting any change in the character of the topography of said lands other than that caused by the forces of nature, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative.
4. Permitting the accumulation of any trash or foreign material which is unsightly or offensive.
5. Cutting or permitting to be cut, destroying or removing any timber or brush, except as may be authorized in writing by the Secretary of the Interior or his duly authorized representative. Provided, however, that seedling trees or seedling shrubbery may be grubbed up or cut down in accordance with good farm practice on lands now presently being cultivated or for residential maintenance purposes. Cultivated crops, including orchard fruit and nut trees, may be pruned, sprayed, harvested and otherwise maintained in accordance with good farm practice.
6. No trailer shall be placed, used or maintained on said lands as a substitute for a residential building or other structure, and no sign, billboard, or advertisement shall be displayed or placed upon said lands, except that one sign not greater than 24 inches by 36 inches, in size, advertising the sale of products raised thereon or sale or lease of the lands may be displayed on appropriate occasions.
7. Prohibiting ingress, egress and use of any or all of the hereindescribed lands lying within 300 feet of the ordinary low water mark of the river to the general public for such uses and purposes as are not inconsistent with the intent and purposes of said scenic easement.

Charles Horuk Conley
Charlotte Bell Conley
Ester B. Conley

4. STATE, COUNTY AND NEIGHBORHOOD DATA (Continued)

The tax structure in Carter and Shannon Counties leaves a lot to be desired. Shannon County assessments show a range of 12% to 54% of market value, and taxes range from 3.5% to 4.2% of assessed value. Carter County assessments show a range of 20% to 75% of market value, and taxes appear to be uniform at 4.26% of assessed value. This indicates that many inequities exist in both counties and that assessed values are no accurate indicators of market value.

There are no other counties in the State of Missouri with cost of living being as low as Shannon and Carter Counties. This affirms all of the above indications that this is a sparsely populated area of generally low income inhabitants living within their means in relatively modest and inexpensive surroundings.

5. PROPERTY DATA

A. Site Data

The subject property is located on the left descending bank of the Current River in the southwest portion of Dent County, Missouri. Access to Salem, the county seat and major shopping center of the area, is northeast via about 2 miles of graveled county road, 10 miles of paved Farm-to-Market YY & K roads, and 4 miles of State Highway 19. Access and location are considered to be fair to good. Montauk State Park and post office are a short distance northwest of the property.

Electricity, telephone, mail and school bus services are available to the subject ownership. Soils are sandy clay and silty loams. Topography is gently sloping. The site is well-landscaped with various species of hardwood, cedar, planted shrubs and flowers. The lawn has a good cover of planted and native grasses. There is a good wire fence with metal posts around the building sites. Apparently part of the site becomes inundated at infrequent high water intervals. Trout fishing is popular in this area since the river is stocked annually in the state park which is upstream from the subject property.

B. Improvement Data

The improvements on the subject property include a large log cabin, well house and shelter, garage, wood shed and privy. Photographs of the buildings are shown in the addenda.

A description of the improvements follows:

5. B. Improvement Data (Continued)

Structure No. 1

This is the cabin containing 2 bedrooms, large living room, and kitchen (1020 square feet) and 2 screened porches (289 square feet). Structural details are masonry stone wall and concrete pier foundation, treated oak log siding, and a combination of asphalt roll, wood shake and tin for roof covering. Floors are hardwood over subflooring in the living area and pine on the porches. Treated oak shutters are over wood casement windows (lined with metal). Metal gutters and downspouts are on two sides. Homemade doors are well-constructed with oak and pine. Interior walls are knotty pine. The pine tongue and groove floor in the loft and joist are exposed in the ceiling. There is a masonry stone fireplace (6 foot base) and 2 wood bins in the living room. There are 5 feet of stained oak wall and 10 feet of floor cabinets. A sink and a 6 gallon electric water heater are situated in the kitchen. Framework is 2 x 4 rafters and ceiling joists and logs for floor joists and wall frame. There is insulation in the walls. Light fixtures are low quality. There are two closets on the back porch, one of which is insulated. It contains an average size pressure tank which is connected to the drill well containing a submerged electric pump. The cabin is about 35 years old, but has been renovated over the years, and is in fair condition.

Structure No. 2

This is the wood shed containing 894 square feet of floor space. Structural details are concrete wall foundation, rough vertical board and batten and horizontal board for exterior siding, and tin roof covering over wood shakes. Metal gutters are on one side. Floors are dirt, concrete slab and wood. Single hanger windows are wood casement. The building contains a closet, wood shelves and an attached 3 h.p. electric motor used to cut wood. The shed is in fair condition.

Structure No. 3

This is the garage containing 268 square feet. It has a concrete wall foundation, treated oak logs for siding, concrete floor, and wood shakes for roofing. The building is in fair condition.

5. B. Improvement Data (Continued)

Structure No. 4

This is the privy which contains 36 square feet. It has a concrete wall foundation, concrete floor, brick siding, asphalt roll roofing, plaster on interior walls, wood seats and door. The building is in good condition.

Structure No. 5

This is the dug well and shelter which contains 64 square feet. It has a concrete floor and wood shakes for roofing. The well is about 18 feet in depth and is lined with masonry stone walls. The structure is in fair condition.

Structure No. 6

This is a well house which contains 16 square feet. It has a concrete floor and foundation, treated pine vertical board siding and asphalt roll roofing. It contains a small electric pump, pressure tank and an attached line to the dug well. It is now used as a second source for water since the recent drilling of another well. The building and functional parts are in fair condition.

Other Improvements

These include the drilled well with submerged pump and plywood cover, the iron posts and wire fences, the masonry stone sidewalks, planted shrubs and minor yard improvements.

C. Assessment and Tax Data

<u>Year</u>	<u>Assessment</u>	<u>Total Tax</u>
1965	\$300	\$11.89

Assessed values in this area are not accurate indicators of market value.

D. Ownership History

This tract was a part of a larger ownership of which about half sold in December, 1964 for an apparent sale price of \$400, however it is considered to be below the market since the parties involved are close acquaintances and due to the fact that similar tracts are selling much higher in the neighborhood.

7. A. Market Data and Cost Approaches (Continued)

Cost Approach involves the estimating of the reproduction cost of improvements as new less the accrued depreciation. This approach usually sets the upper limit of value; but when tempered by market indications with respect to depreciation, it is an accurate tool in estimating market value. The two approaches follow:

a. Land (1.13)

Present cabin site, 1 lot @ \$800	\$800	
Potential cabin site, 1 lot @ \$700	<u>700</u>	
Total		\$1,500

b. Improvements

Structure No. 1

Living area, 1020 sq. ft. @ \$8.00	\$8160	
Screened porches, 289 sq. ft. @ \$3.35	939	968 ⁰⁰
Total Reproduction Cost	<u>\$9099</u>	9128

Accrued Depreciation (\$9099 x 50%)	
Economic life - 50 yrs., 25 yrs. remaining	<u>4549</u>

Estimated Depreciated Value \$4,550

Structure No. 2

Woodshed, 894 sq. ft. @ \$2.50	\$2235
--------------------------------	--------

Accrued Depreciation (\$2235 x 60%)	
Economic life - 40 yrs., 14 yrs. remaining	<u>1341</u>

Estimated Depreciated Value 894

Structure No. 3

Garage, 268 sq. ft.	
Contributory Value	400

Structure No. 4

Privy, 36 sq. ft.	
Contributory Value	150

7. A. Market Data and Cost Approaches (Continued)

b. Improvements

Structure No. 5

Well and shelter, 64 sq. ft.
Contributory Value \$ 150

Structure No. 6

Well house and components, 16 sq. ft.
Contributory Value 100

Other Improvements 1,000

Estimated Total Value of Improvements \$7,244

c. Indication of Market Value of Combined Approaches

Land Value	\$1,500
Improvement Value	7,244
Total	<u>\$8,744</u>

Indicated Fair Cash Market Value (Rounded) \$8,800

8. CORRELATION AND CONCLUSION OF VALUE

Due to the lack of necessary information, the Income Approach was not applied and the only value indication is given by the combined Market Data and Cost Approaches. These approaches represent the actions of the market and are considered reliable indicators of value for subject property. Therefore, it is my opinion that the present fair cash market value of subject property, as of January 9, 1967, was:

EIGHT THOUSAND, EIGHT HUNDRED DOLLARS
(\$8,800.00)

9. ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions and limiting conditions:

1. Title is assumed to be marketable.
2. No responsibility is assumed for legal matters especially those affecting title of the property.



CABIN (Side View)



CABIN (Rear View)



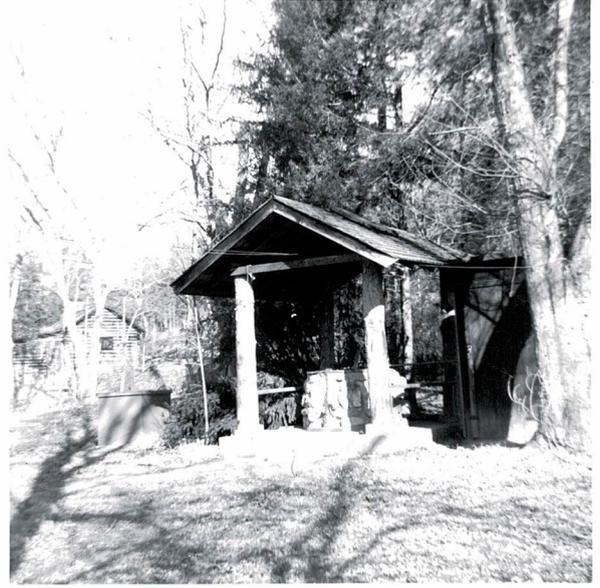
WOOD SHED



GARAGE



BRICK PRIVY



WELL & SHELTER