

# WRP INFORMATION



A DIVISION OF WHITETAIL  
PROPERTIES REAL ESTATE, LLC

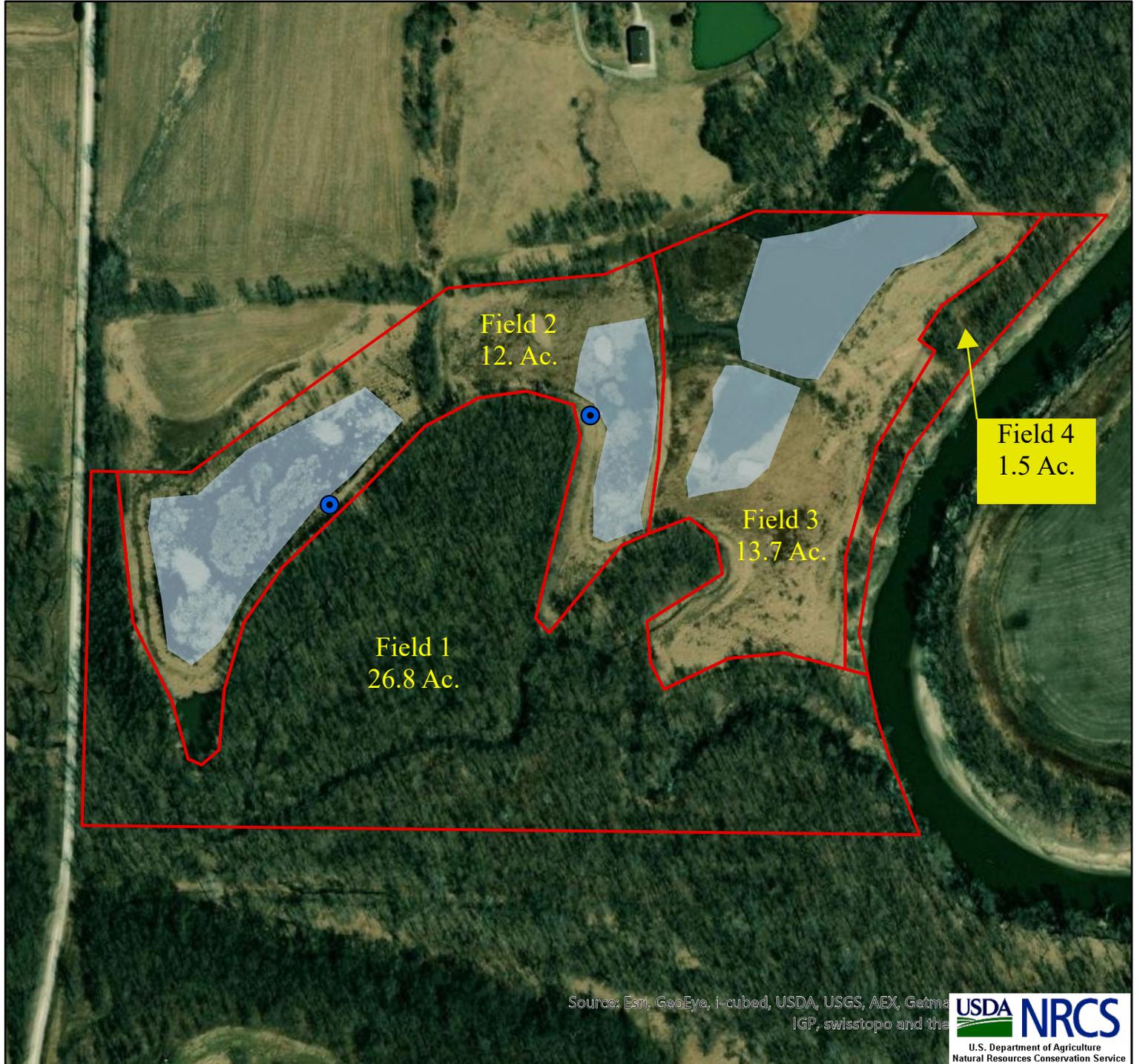
[RANCHANDFARMAUCTIONS.COM](http://RANCHANDFARMAUCTIONS.COM)

# WRP 66642405009HK

Date: 12/4/2023

Customer(s): Hendrickson Investments LLC  
Approximate Acres: 54  
Legal Description: T54N R32W S24

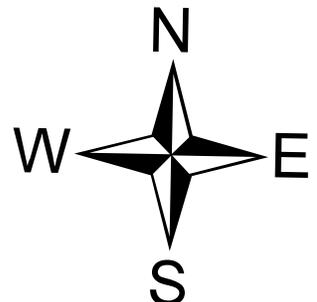
Field Office: Platte City  
Agency: USDA-NRCS  
Assisted By: Daniel Naber, DU  
State and County: Missouri, Platte  
Land Units:



## Legend

- Pump
- WCS
- Field
- Pool
- Easements\_A

0 90 180 360 540 720 Feet



### COMPATIBLE USE AUTHORIZATION

1. To be completed by NRCS; check appropriate box:

**This transaction is for CCC**

**This transaction is for NRCS EWP**

2. County: Platte

3. Contract \_\_\_\_\_

NO.:

4. 666424050

Agreement

NO.:

5. 12/31/2028

Expiration

Date:

A. Person Responsible for Agreement Activities (Name and Address):

A 1. Person Responsible for Agreement

(Telephone Number): 913-375-5086

HENDRICKSON INVESTMENTS LLC  
3201 N 7TH STREET TRFY, KANSAS CITY KS  
66115

B. Purpose:

Mowing - Exp. Date 12/31/2028

**LTPCM - CUA-Mowing**

**00N** - Cut/Mow vegetation on upland or wetland areas to improve habitat as outlined in the Compatible Use Authorization.

Purpose: To permit the landowner or their assigns to perform/conduct the following compatible uses for the specified period, frequency and durations. (see attached plan)

C. Location Description (Attach a copy of map showing approximate area of compatible use.):

Landowner Easement 54.00

Acres:

| Activity Code | Narrative ID | Land Unit Information |
|---------------|--------------|-----------------------|
| LTPCM         | 00N          | Tract 1 Land Unit: 1  |

D. Beginning Condition of Site:

Beginning Condition of Site: All restoration is complete. All fields progressing as planned.

E. Statement of Affect and Compatibility:

Statement of Affect & Compatibility: NRCS issues certain compatible uses to the landowner at their request to maximize benefits to migratory birds, T/E species and other wetland wildlife and to provide outdoor recreational opportunities. The listed compatible uses have been deemed

acceptable by the WET team administrating the easement.

F. Special Conditions, Specifications and Other Details Including Information From Consultation with FWS, CD and State Wildlife Agency:  
See attached plan.

## COMPATIBLE USE AUTHORIZATION

**B. Purpose:**

Maintenance/Management Activities - Exp. Date 12/31/2028

**314 - Brush Management**

**00N** - Brush Management - Remove woody (nonherbaceous or succulent) vegetation including invasive and noxious species using mechanical, chemical and biological methods; either alone or in combination. Brush management will be applied in a manner to achieve the desired control of the target woody species and protection of desired species.

Maintenance/Management Activities - Exp. Date 12/31/2028

**315 - Herbaceous Weed Treatment**

**00N** - Herbaceous Weed Treatment - Remove or treat herbaceous weeds including invasive, noxious and prohibited plants using chemical, biological or mechanical methods, either alone or in combination to meet management objectives.

Maintenance/Management Activities - Exp. Date 12/31/2028

**533 - Pumping Plant**

**00N** - Pumping plant facility - Install a pumping facility that delivers water at a designed pressure and flow rate for irrigation, watering facilities, wetlands, fire protection, removal of excessive subsurface or surface water, provide efficient use of water on irrigated land, transfer animal waste as part of a manure transfer system, and reduce energy use.

Maintenance/Management Activities - Exp. Date 12/31/2028

**646 - Shallow Water Development and Management**

**00N** - Shallow Water Habitat - Inundate lands to provide habitat for fish and / or wildlife to provide habitat for wildlife such as shorebirds, waterfowl, wading birds, mammals, fish, reptiles, amphibians and other species that require shallow water for at least a part of their life cycle. Implementation is on lands where water can be impounded or regulated by diking, excavating, ditching and /or flooding and on floodplain areas that provide refuge habitats for native fish during high flow periods.

Purpose: To permit the landowner or their assigns to perform/conduct the following compatible uses for the specified period, frequency and durations. (see attached plan)

**C. Location Description (Attach a copy of map showing approximate area of compatible use.):**

Landowner Easement      54.00

Acres:

| Activity Code | Narrative ID | Land Unit Information |
|---------------|--------------|-----------------------|
| 314           | 00N          | Tract 1 Land Unit: 1  |
| 315           | 00N          | Tract 1 Land Unit: 1  |
| 533           | 00N          | Tract 1 Land Unit: 1  |
| 646           | 00N          | Tract 1 Land Unit: 1  |

**D. Beginning Condition of Site:**

Beginning Condition of Site: All restoration is complete. All fields progressing as planned.

**E. Statement of Affect and Compatibility:**

Statement of Affect & Compatibility: NRCS issues certain compatible uses to the landowner at their request to maximize benefits to migratory birds, T/E species and other wetland wildlife and to provide outdoor recreational opportunities. The listed compatible uses have been deemed acceptable by the WET team administrating the easement.

## COMPATIBLE USE AUTHORIZATION

**B. Purpose:**

Developed Hunting/Fishing - Exp. Date 12/31/2028

**LTPDHF - CUA-Developed Hunting/Fishing**

**00N** - Install and/or maintain developed hunting/fishing acceptable structures approved by EPD and the State Conservationist and as outlined in the Compatible Use Authorization.

Purpose: To permit the landowner or their assigns to perform/conduct the following compatible uses for the specified period, frequency and durations. (see attached plan)

**C. Location Description (Attach a copy of map showing approximate area of compatible use.):**

Landowner Easement      54.00

Acres:

| Activity Code | Narrative ID | Land Unit Information |
|---------------|--------------|-----------------------|
| LTPDHF        | 00N          | Tract 1 Land Unit: 1  |

**D. Beginning Condition of Site:**

Beginning Condition of Site: All restoration is complete. All fields progressing as planned.

**E. Statement of Affect and Compatibility:**

Statement of Affect & Compatibility: NRCS issues certain compatible uses to the landowner at their request to maximize benefits to migratory birds, T/E species and other wetland wildlife and to provide outdoor recreational opportunities. The listed compatible uses have been deemed acceptable by the WET team administrating the easement.

**F. Special Conditions, Specifications and Other Details Including Information From Consultation with FWS, CD and State Wildlife Agency:**

See attached plan.

## COMPATIBLE USE AUTHORIZATION

**B. Purpose:**

Food Plots - Exp. Date 12/31/2028

**LTPWFP - CUA-Wildlife Food Plot**

**00N** - Plant a Non-harvestable area set aside as a supplementary food source for wildlife as outlined in the Compatible Use Authorization.

Purpose: To permit the landowner or their assigns to perform/conduct the following compatible uses for the specified period, frequency and durations. (see attached plan)

**C. Location Description (Attach a copy of map showing approximate area of compatible use.):**

Landowner Easement      54.00

Acres:

| Activity Code | Narrative ID | Land Unit Information |
|---------------|--------------|-----------------------|
| LTPWFP        | 00N          | Tract 1 Land Unit: 1  |

**D. Beginning Condition of Site:**

Beginning Condition of Site: All restoration is complete. All fields progressing as planned.

**E. Statement of Affect and Compatibility:**

Statement of Affect & Compatibility: NRCS issues certain compatible uses to the landowner at their request to maximize benefits to migratory birds, T/E species and other wetland wildlife and to provide outdoor recreational opportunities. The listed compatible uses have been deemed acceptable by the WET team administrating the easement.

**F. Special Conditions, Specifications and Other Details Including Information From Consultation with FWS, CD and State Wildlife Agency:**

See attached plan.

### COMPATIBLE USE AUTHORIZATION

NRCS retains the right to modify or cancel this compatible use authorization at any time if the NRCS determines that such activities do not further the protection and enhancement objectives of the easement, or that the landowner has failed to comply with specified terms and conditions. The landowner engages in such activities at his or her own risk. This authorization does not vest any right of any kind in the Landowner. This authorization is null and void after the expiration date specified above. By signing this document, the landowner agrees to the terms described above and on referenced documents.

G. Recommended (NRCS Signature): Daniel Naber

G 1. Date: 12/5/2023

G 2. Title: DU Wetland Biologist

H. Landowner or Representative (Signature): \_\_\_\_\_

H 1. Date \_\_\_\_\_

H 2. Title: \_\_\_\_\_

I. Approved (NRCS Signature): \_\_\_\_\_

I 1. Date: \_\_\_\_\_

I 2. Title: \_\_\_\_\_

The signature by the NRCS representative signifies a CCC-NRCS transaction as indicated above.

U.S. DEPARTMENT OF  
AGRICULTURE

OMB NO. 0578-0013

## COMPATIBLE USE AUTHORIZATION

### OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 40 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.

### NONDISCRIMINATION STATEMENT

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### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

U.S. DEPARTMENT OF  
AGRICULTURE

OMB NO. 0578-0013

**COMPATIBLE  
USE  
AUTHORIZATION**

OMB BURDEN STATEMENT

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October 23, 2023

## **MISSOURI INSTRUCTION 440-380 – Missouri ACEP-WRE Structures Policy**

### **440.1 PURPOSE**

To provide guidance for the placement of acceptable hunting blinds and observational platforms, walkways, kiosks for educational purposes and temporary camping facilities on existing ACEP-WRE easements in Missouri.

### **440.2 BACKGROUND**

Structures present or requested to be established on ACEP-WRE with and without Natural Resources Conservation Service’s (NRCS’s) authorization must meet the requirements as set in Title 440 of the Conservation Programs Manual (CPM), Part 528/ACEP-WRE and described in the 2017 version of the ACEP-WRE Warranty Easement Deed. Below are excerpts from the Title 440, CPM, Part 528, that describe structure types and better clarifies ACEP-WRE policies concerning their use on these easements:

1. Hunting blinds that meet the criteria of “undeveloped recreational uses” that are “Non-Permanent” in Missouri will not require a Compatible Use Authorization (CUA).
2. Hunting blinds that meet the criteria of “undeveloped recreational uses” that are “Semi-Permanent” in Missouri will require a CUA.
3. Structures used in conjunction with “educational” purposes involving observational platforms, walkways, and kiosks may require a CUA.
4. Temporary camping facilities that are seasonal or temporal during the year and in conjunction with certain recreational activities as desired by the landowner of the NRCS easement may require a CUA.

### **440.3 POLICY**

The following items are the guidelines to follow within Missouri as per the Title 440 CPM, Part 528, and as outlined in the 2017 version of the ACEP-WRE Warranty Easement Deed.

Hunting Blinds will be allowed on easements that are either “Non-Permanent” or “Semi-Permanent” as determined by NRCS. Electric lines may cross the easement to the blind as a power source but must be buried and marked by post/sign (“Electric Line”) and the line will be installed with “Locator Wire” in accordance with the standards and Specifications as set by the Farmers Electric Cooperative. The establishment of the buried power line will be by CUA. Final location of the power line will be approved by NRCS. A shut off box will be located off the easement to disable the flow of electricity to assure safe conditions when and if construction or repairs are pending or ongoing. Portable generators are allowed but will be removed at the culmination of the hunting season.

The following are descriptions of acceptable structures:

1. Waterfowl Hunting Blinds:

a. Non-Permanent waterfowl hunting blinds may be constructed from wood, fiberglass, or metal materials. The structure will accommodate no more than four people, are temporary, non-permanent and can be easily assembled and disassembled and moved without heavy equipment. Waterfowl hunting blinds are restricted to one blind per pooled area, or if pool is larger than 40 acres, no more than one blind per 40 acres of pool area. The structure will not exceed 80 square feet and not exceed the height of 8 feet if located above the ground. These structures are not subject to the CUA process. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.

b. Semi-Permanent waterfowl hunting blinds can be constructed from wood, concrete, fiberglass, or metal materials. The structure will not exceed 80 square feet and not exceed the height of 8 feet if located above ground. The structure can be buried or built as an “up-right blind”. It may be placed within the easement area except on constructed levees. Blinds buried in “habitat mounds” shall be no taller in elevation than 1 foot above full pool. Structures may require heavy equipment to remove and shall be removed from the easement area with minimal ground disturbance. Waterfowl hunting blinds are restricted to one blind per pooled area, or if pool is larger than 40 acres, no more than one blind per 40 acres of pool area. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.

c. Missouri requested a waiver to the 80 square feet part of the 2014 ACEP-WRE Farm Bill policy. On March 8, 2017, the NRCS Environmental Protection Division granted this waiver for any blinds that were approved either by CUA or fell within the state generated “Structure Policy” as exhibited in State Bulletin MO-440-14-1 (see attached). These blinds would continue to be utilized until such time when maintenance of the structure is required and at that time the structure will be replaced with one that complies with those parameters stated above in sections a and b or be removed entirely. The following parameters for these blinds are as follows:

1. Blinds of wooden, concrete, metal, or fiberglass construction.
2. In most cases has a roof of similar or wooden materials.
3. In most cases has blind flaps of metal, PVC, or wooden material.
4. Buried or elevated while blind will not exceed 8 feet in height.
5. Dimensions not to exceed 180 square feet (typical 15’ x 12’).
6. Typically to accommodate four persons and one to two dogs comfortably and safely.

The following will be uploaded in National Easement Staging Tool (NEST):

(MO Instruction 440-380, October 2023)

1. The memorandum requesting the waiver to the NEST agreement record with a document type of ‘ACEP-WRE Agreement Exemption waiver.’
2. This waiver with a document type of ‘ACEP-WRE Policy Waiver.’
3. A ‘Memo to the File’ with the reason why the ACEP-WRE Policy Waiver was requested, including the agreement number and a brief description of the situation.

d. The use of natural vegetation as blind material is encouraged; however, removing existing stands of vegetation (wood and/or herbaceous) to the point that the vegetative community is severely depleted or damaged, is not permitted.

1. Deer Hunting Blinds:

- a. Non-permanent deer blinds are limited to ground, stilt, and tree stands (with no damage to trees) as well as blinds that are mobile (on wheels or trailer) which includes commercial and/or homemade. The structure will accommodate no more than four people, are temporary, non-permanent and can be easily assembled and disassembled, and moved without heavy equipment. The structure will not exceed 80 square feet and the blind portion of the structure will not exceed the height of 8 feet if located above the ground or structurally elevated. These structures are not subject to the CUA process. There are no limitations on the number of temporary stands on a per acre basis. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.
- b. Semi-permanent deer blinds are limited to ground and stilt blinds and are limited to one per 40 acres of easement size. The blind portion of Semi-Permanent stilt blinds will not exceed 80 square feet and the blind portion of the structure will not exceed 8 feet in height if located above ground or structurally elevated and will accommodate no more than four persons. These structures may require heavy equipment to remove with minimal ground disturbance. Any clearing to establish blinds will need an approved CUA before proceeding.

2. Other Structures and Special Use Areas:

- a. Boardwalks, observational platforms, kiosks, and other signage are allowed on the easement for educational, research, and interpretive purposes. NRCS will compile a CUA not to exceed 10 years.
- b. Temporary camping is allowed on the easement area. Camping facilities will be temporary in nature and must be removed before the end of three consecutive months of use. Camping more than 3 months may be allowed via the CUA process. The use of a gravel pad may be allowed via the CUA process.

### 440.3 FILING INSTRUCTIONS

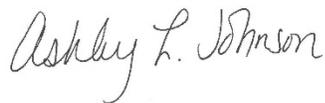
(MO Instruction 440-380, October 2023)

This Missouri Instruction is located on the Missouri NRCS SharePoint under [Missouri State Instruction](#)

#### **440.4 CONTACT**

Questions concerning structure types and camping facilities can be directed to the Assistant State Conservationist-Water Resources/Easements.

Approved by:



Ashley L. Johnson  
Acting State Conservationist

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**Natural Resources Conservation Service**  
**Wetland Reserve Easement CUA Reference Guide**

|  |                                       |  |
|--|---------------------------------------|--|
| County: Platte   | Contract Number/Name<br>66642405009HK | Expiration Date:<br>Dec. 31, 2028  |
| <p>A. Person Responsible for agreed to activities:<br/> Hendrickson Investments LLC<br/> 3201 N 7<sup>th</sup> St.<br/> Kansas City, KS 66115</p> <p>Plan Prepared By:<br/> Daniel Naber, DU Wetland Biologist<br/> Daniel.naber@usda.gov</p>  |                                       | <p>B. Description<br/> T54N, R32W, S24</p> <p>Field 1,2,3,4<br/> Total Easement Acreage = 54<br/> Total Pool Acreage = 25.7<br/> Total Herbaceous Acreage =25.7<br/> Total Wooded Acreage + 28.3</p> <p>(See attached map)</p> |
| <p>C. This CUA permits the landowner or their assigns to perform/conduct the following compatible uses under the following conditions and specifications.</p> <ol style="list-style-type: none"> <li>1) Control woody encroachment and plant succession in herbaceous fields and wetland pools by mowing and/or disking with restrictions on location and timing. Total herbaceous acreage is 25.7 acres. Portions of all herbaceous fields: <ul style="list-style-type: none"> <li>• May be mowed or disked once annually. Mowing/disking <b>may only be implemented</b> after July 15 to avoid the primary nesting period unless authorized by the WET by Addendum. Acres burned or hayed cannot be mowed or disked during the same calendar year.</li> <li>• 33% of the herbaceous area may be disturbed, not to exceed 8.5 acres annually. Any changes to this acreage will be authorized by the WET by Addendum.</li> </ul> </li> <li>2) To plant food plots with restrictions to size, distance from other food plots and individual sizes as supplemental foods for wildlife and not for harvest. Food plots: <ul style="list-style-type: none"> <li>• <b>May not exceed</b> 5% of the easement area (2.7 acres).</li> <li>• <b>May not exceed</b> an individual size greater than 1 acres.</li> <li>• Must be planted at least 50' apart and it's suggested it be rotated annually to create young browse.</li> <li>• May only be planted in herbaceous fields. Other fields require approval of the WET. If food plots are planted in non-herbaceous areas or areas planned for natural regeneration to trees and <b>will not be rotated</b>.</li> <li>• Must in no way adversely impact wetland conditions and water level management on the Easement.</li> <li>• <b>Must not be for harvest</b> and will be left standing as food and structure for wildlife.</li> <li>• Seed sources are restricted to row crop, cereal grains, millets, buckwheat or other seed sources as identified by the WET in writing.</li> </ul> </li> <li>3) The landowner is responsible for the control and eradication of all local, county or state listed noxious plants. <b>If herbicides are used on any portions of the easement, the landowner must contact the WET prior to application.</b> The WET will provide the landowner a WIN-PST report which identifies the approved herbicides for use on the easement area.</li> <li>4) Maintain levee(s) by mowing or prescribed burning during certain periods of the year with certain restrictions on frequency. Levees sides may be mowed once annually for maintenance, <b>but not between the dates of the primary nesting season of May 1 through July 15 of the year.</b> Levee tops may be mowed twice annually to provide access. Levees can also be burned once every three years between March 1 and April 30. Landowner is responsible to protect the water control structure(s).</li> <li>5) A supplemental water source may be used to provide water by pumping from wells or adjacent water systems to provide food, nesting &amp; brood rearing habitat, and diversity of plants for both migratory and resident wildlife. Time limits for non-permanent pumping equipment to be kept on the easement area. If artificial water sources (pumps) are used, then: <ul style="list-style-type: none"> <li>• All pump/well locations must be approved by NRCS prior to installation.</li> <li>• An approved fuel containment basin must be provided for diesel/gasoline engines (see Dept. Of Agriculture bulletin).</li> <li>• Location of electric lines buried or overhead must be pre-approved by NRCS. All buried lines must be marked and these markers maintained for the life of the contract and in addition must be installed with "safety tape" in accordance with the Standards and Specifications as set by Farmers Electric Cooperative.<br/>Pump discharge location must be equipped with an "energy dissipater" in order to prevent creation of a plunge hole.</li> <li>• All pumping activities will be in accordance with an NRCS prepared Wetland/Water Management Plan (see attached plan). Non-permanent pumping equipment (tractors, power units, pump units, butyl tubing, fuel containers, fuel transporters, transfer pipes, etc.) when not in use during the period August 1 through January 31 of the following year are required to be removed from the easement area. Landowner is responsible for any adverse effects to fish/mollusk populations and/or other aquatic life due to pumping from natural water sources including but not limited to streams, oxbow lakes and drainage ditches. In the event the Landowner wishes to pump from such a source, then it is suggested that the Landowner consult with the local MDC Fisheries Management Biologist to ensure that fish kills due to oxygen depredation and/or the exposure of mollusk beds are avoided.</li> </ul> </li> </ol> |                                       |  |

- The Landowner is also responsible for ensuring that water quality issues involving pumping apparatuses do not violate State Water Quality provisions and/or compromise the integrity of the functions and values of the wetland and associated wetland wildlife. In addition, the Landowner may be required to report water usage to the Dept. of Natural Resources (MoDNR) if the pumping apparatus has the capacity to pump or divert 70 or more gallons per minute. Landowners must register with the Geological Survey & Resource Assessment Division of MoDNR under the provisions of the “Major Water User Law” at the following address:

Missouri Department of Natural Resources  
Geological Survey and Resource Assessment Division  
Water Use and Economics Unit  
P.O. Box 250  
Rolla, MO 65402  
(573) 368-2188

- The establishment of a pump site on the easement area will be with the approval of the NRCS. Fuel and/or petroleum product spill containment provisions will meet or exceed those provisions as outlined in the Missouri Department of Agriculture, Division of Weights and Measures State Code of Regulations 2 CSR 90-30.050 “Inspection of Premises” parts (18), (20) and (21) dated 12/31/18, regardless of specified fuel quantities (copy attached). If a fuel or petroleum spill occurs, the landowner has the responsibility to contact:

Missouri Department of Natural Resources  
Hazardous Waste Program  
Environmental Emergency Response  
(573) 634-2436 (24-hour response number)

- 6) Water level manipulation creates varying depths and coverage within pools, providing critical water bird and other wetland wildlife seasonal habitat. Manipulation of water control structures (WCS) must be in accordance with an NRCS provided plan (see attached plan).
- 7) Hunting and observatory structures are allowed under special circumstances:
  - a) Hunting and/or observatory structures that exceed the guidelines set forth in the ACEP-WRE Structures and Infrastructure Policy (attached) will be allowed on the easement under the following or similar circumstances:

Ex. To provide hunting opportunities to individuals with disabilities requiring a larger area to maneuver.  
Ex. Because they were established prior to regulation changes limiting blind size, these existing blinds will not be repaired/improved. They will be replaced with blinds that meet the standards set forth in the ACEP-WRE Structure and Infrastructure Policy when removed.
  - b) Hunting and observatory structures must follow the criteria stated in the current “ACEP-WRE Structure and Infrastructure Policy in Missouri” or as authorized.
- 8) Trails, field roads and levee tops are points of access for landowner and NRCS for maintenance, management and monitoring efforts and may be maintained for traversing the easement area.

# WETLAND RESERVE PROGRAM WETLAND MANAGEMENT PLAN

## HENDRICKSON INVESTMENTS LLC

### CONTRACT #66642405009HK PLATTE COUNTY, MISSOURI

**MANAGEMENT OBJECTIVE:** To provide quality, diverse wetland habitat with an emphasis on waterfowl use and recreation. You are not obligated to actively manage your wetland. This plan is meant to be a flexible set of guidelines. If you choose to actively manage water depths, the following information is intended to help you optimize plant response in your wetlands for maximum food and cover conditions for wildlife. Adjust dates annually with changing weather patterns to maximize diversity in your wetland.

**\*\*This plan pertains to fields that have water control structures in place that allow for seasonal water level manipulation and assumes a full pool going into spring.\*\***

#### GENERAL CONSIDERATIONS

- Staggering your drawdown schedule will result in a much more diverse plant community.
- Shallow water is not a handicap. Puddle ducks do 90% of their foraging in water that is 6" deep or less.
- You can generally expect the following plant responses to drawdown times:
  1. Early drawdown (March 15 – April 30) will typically produce broad leaved plants like annual smartweeds, *Bidens* sp., etc.
  2. Mid-term draw-downs (April 30 – June 15) will typically result in some annual smartweeds, nut sedge, and wild millets.
  3. Late draw-downs (June 15 – August 1) will typically result in a plant response consisting mostly of grasses like wild millet and sprangletop.
- Do not be alarmed at the emergence of persistent wetland vegetation like cattails and river bulrush. The presence of these plants is an indication of a healthy, diverse wetland. Strive to keep the area covered by these species between 15% and 35%. These plants play an important role in the life cycles of migrating waterfowl/waterbirds, as well as resident wetland wildlife, by providing cover and foraging areas.
- Monitor vegetation responses and progression during each growing season and from year to year. This will aid in the early detection of problem vegetation before it gets a foothold.

#### WATER MANAGEMENT: DRAW-DOWNS

**Why manage?** Typically, restored wetlands, such as yours, are managed (drained) in order to maximize annual seed producing plants for waterfowl and to maintain an early successional condition.

- Due to the shallow water depths of your wetland, active water management (physical draining) may be unnecessary unless vegetation problems arise.
- Allowing water levels to fluctuate with natural wet/dry cycles as they occur throughout the year helps to insure a diverse plant community. After disturbance, opportunistic wetting of moist soil plants in summer by normal precipitation or supplementary flooding can provide excellent feeding opportunities for shorebirds and early migrants like blue wing teal. If you choose to actively manage water in your pools, consider the following guidelines.

#### ACTIVE WATER MANAGEMENT—ALL POOLS

- Slowly drain the pool(s) between April 1<sup>st</sup> and July 31<sup>st</sup>.
- Consider varying drain times between and within pools.
- Replace all boards in WCS by August 15<sup>th</sup> to begin catching precipitation.

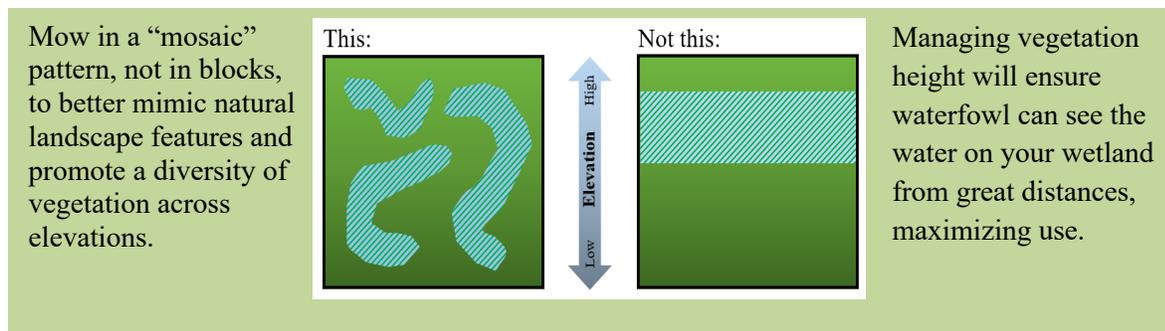
## FALL FLOODING

- **Natural flooding**
- Make sure all Water Control Structures (WCS) are closed to begin catching water from rainfall and to provide habitat for migrants.
- **Pumping**
- Timing and rates of pumping will ultimately depend on well/pump output.
- Generally speaking, begin filling the pool(s) September 1<sup>st</sup> and continue until you reach full pool.
- Try to maximize food resources by incrementally raising water levels as food is consumed by migrating waterfowl, reaching full pool by mid-November in order to coincide with peak Mallard migration.

## VEGETATION MANAGEMENT

Aside from providing water, managing the structure (height, thickness, etc.) of your vegetation will be the key to your success in terms of waterfowl use.

1. If conditions allow, mow 30-50% of the pool area. Set mower at the highest setting. Mowing in July will set plants back, resulting in shorter plants at maturity. Generally, annual/moist soil plants will have plenty of time to make seed after cutting. In addition to altering plant height, mowing at this time will also “release” desirable vegetation in the understory, allowing it to grow and make seed.



2. Mow additional 15-25% of the pool as short as possible (15-25%) in mid-September to maximize water visibility and to provide “pioneering areas” for waterfowl. Be sure to mow openings across all elevations so there will be available pioneering areas that coincide with rising water levels. As stated before, mow in a natural pattern and not in “block” form. Consider leaving undisturbed areas that are well suited to various wind directions to enhance your hunting success.

3. Periodic soil disturbance (disking) is necessary to rejuvenate the natural seed bank. Plan to carry out this activity during Low Water management years. Plant species such as *Aster sp.* or spike rush are good indicators of the need for a disturbance. When performing a soil disturbance, first concentrate on areas of areas undesirable vegetation.



*Aster sp.*



Spike rush (*Eleocharis sp.*)

Examples of potentially problematic vegetation:

1. Giant ragweed (horse weed), sunflower, and cocklebur: These plants are not desirable and generally come on during dry times. Control is relatively easy, especially if you have the ability to pump. These species will not tolerate inundation during the growing season, so flood during July or August and hold. Other means of control are disking and/or mowing. Establish a level of tolerance (typically less than 15% coverage) and strive to maintain coverage to that amount.



**Giant Ragweed**  
(*Ambrosia trifida*)



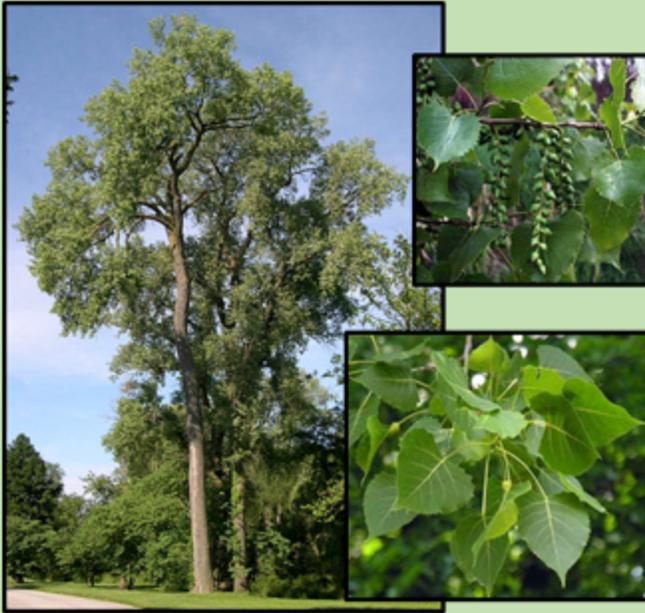
**Wild Sunflower**  
(*Helianthus sp.*)



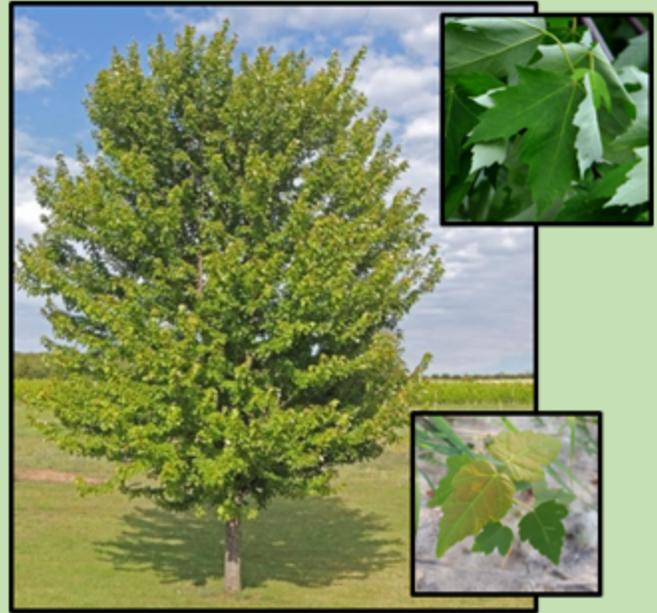
**Common Cocklebur**  
(*Xanthium strumarium*)

2. Woody invasion: This will be the primary threat to your open marsh habitat and is typically defined as cottonwood, silver maple and/or green ash. Willows and buttonbush are not a great concern, in moderation. Avoid purposefully pulling water down during the fruiting period of these species in late May or early June. All four of these species are wind borne and require fresh mud flats for germination. In the event of an outbreak of trees, attack them early with a disk. If disking does not adequately control the trees, use prescribed burning. Timing of prescribed fire use is critical for success. We can help with this.

**Cottonwood (*Populus deltoids*)**



**Silver maple (*Acer saccharinum*)**



**Green ash (*Fraxinus pennsylvanica*)**



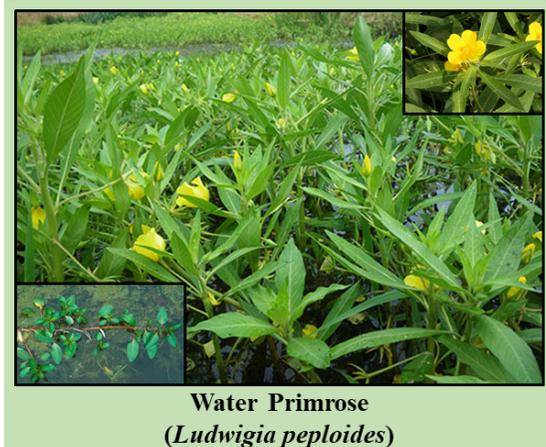
**Black willow (*Salix nigra*)**



3. Cattails, river bulrush, lotus (lily pads). These plants species are not undesirable unless they become dominant. If overabundant they can choke out more desirable seed producing plants and reduce open water. It often is virtually impossible to keep these plants out, so determine a level of tolerance and work to stay within it. 25% coverage of the pool is usually an acceptable level. As levels exceed this, enact controls such as disking. Use chemical treatments only as a last resort.

\*Note: These plant species are a natural occurrence in wetlands and provide many benefits to waterfowl and other wildlife during various stages of their life cycle.

4. By making the tract wetter through restoration, the stage is set for Primrose. It is easily recognized by its creeping stems and bright yellow flowers. Primrose will likely first develop in the deeper areas of the pools and spread from there. Once established, it can be difficult to control. If the primrose appears, attack it during the low water management years. Unlike other undesirable plants, chemical control may be the most effective method of control for primrose.



5. Reed Canary Grass (RCG): RCG is an invasive grass that has little or no wildlife value. If left unchecked, RCG will take over entire fields and prevent native, beneficial wetland plants from becoming established. Typically, a combination of treatments which includes chemical treatment, over a period of 3-5 years will be needed to effectively reduce RCG coverage. Once control over RCG is achieved, Maintenance treatments are recommended annually.

6. Spike Rush: Spike Rush is a plant that resembles grass and has a waxy appearance. It will generally occur on shallow flats after extended periods of inundation and or saturation, but can occur anywhere in the pool. There are many varieties of Spike Rush and some are more aggressive than others. Once established, Spike Rush can be difficult to eradicate and will prevent desirable vegetation from germinating. Strive to keep the area of Spike Rush coverage below 10-15%. If coverage exceeds this level, dry the pool out and disk multiple times. Chemical treatment is an option but can be expensive.

### **FOOD PLOT TIPS**

A carefully managed wetland can provide food and shelter resources for a variety of wetland dependent wildlife. The process of plating a food plot will provide a soil disturbance and can help control patches of undesirable vegetation. Example: Consider winter wheat food plots on upper areas of the pools to:

1. Increase waterfowl use at the water's edge by creating mudflat and by reducing heavy vegetation at the water line.
2. Provide green browse for Canada Geese and White-tailed Deer and spring shorebird habitat.
3. Double as a Dove management area the next fall.
4. Assist in controlling woody vegetation that often occurs at or near the waterline.

STATE OF MISSOURI  
COUNTY OF PLATTE  
I CERTIFY INSTRUMENT RECEIVED

2007 Oct 19 01:47:20 PM

INSTRUMENT #: 2007 016500  
RECORDED BOOK: 1112 PAGE: 558  
FEE: \$51.00 10-S

GLORIA BOYER, PLATTE CO. RECORDER  
*Electronically Recorded*

(Space Above this Line for Recording Data)

**TITLE OF DOCUMENT:** Warranty Easement Deed  
Contract #66-6424-5-1071

**DATE OF DOCUMENT:** October 18, 2007

**GRANTOR(s):** Platte River Flyway, LLC

**GRANTEE(s):** The United States of America

**Mailing Address(s):** USDA-NRCS, Parkade Plaza, Suite 250  
601 Business Loop, 70W  
Columbia, MO 65203

**LEGAL DESCRIPTION:** See Exhibit A

**REFERENCE BOOK and PAGE(s):**

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

PLEASE RETURN TO:  
FIRST-AMERICAN  
HALL ABSTRACT & TITLE CO.  
3723 BECK RD  
ST. JOSEPH, MO 64506

571739

PLEASE RETURN TO:  
FIRST AMERICAN  
HALL ABSTRACT & TITLE CO.  
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U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC – 1255 (30 years)  
6-25-00  
OMB No. 0578-0013

## Warranty Easement Deed

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**WETLANDS RESERVE PROGRAM**  
AGREEMENT NO. 66-6424-5-1071

**THIS WARRANTY EASEMENT DEED** is made by and between Platte River Flyway, LLC of 10321 N. Revere Avenue, Kansas City, MO 64154 (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 agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

### Witnesseth:

Purposes and Intent. The purpose of this 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 and their 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 easement deed 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-three Thousand, Two Hundred Dollars ( \$43,200.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for 30 years, all rights, title and interest in the lands comprising the easement area described in Part I and 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 for 30 years and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

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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 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 subject to the operation of State and Federal law.
- 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, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, 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;
  9. grazing or allowing livestock on the easement area; and
  10. disturbing or interfering with the nesting or brood-rearing activities of migratory birds.

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 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 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 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.

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- B. Limitations. Compatible use authorizations will only be made if, upon a determination by CCC in the exercise of its discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. 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 unto 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. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that 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 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.

**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its assigns for 30 years. 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 specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 18 day of October, 2007.

Landowner(s): Werner R. Beldo  
Werner Beldo, President  
for Platte River Flyway, LLC

**ACKNOWLEDGMENT**

STATE OF MO  
COUNTY OF Platte

On this 18 day of October, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared Werner Beldo, President, [list names of all of the Members of the LLC), who being duly sworn did say that he/she/they are all of the Members of Platte River Flyway, L.L.C., a Missouri Limited Liability Company; he/she/they are know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as their free act and deed on behalf of said Limited Liability Company as all of its Members.

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



DEANNA L. HEARTSFIELD  
Notary Public, State of Missouri  
DeKalb County  
My Commission Expires January 20, 2009  
Deanna L. Heartsfield  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_

I, Harold Deckerd, Assistant State Conservationist (WR), being the duly authorized representative of the United States of America, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States.

Harold Deckerd

Dated this 9th day of October, 2007.

**ACKNOWLEDGMENT**

STATE OF

COUNTY OF

On this 9th day of October, 2007, before me, the undersigned, a Notary Public in and for said State personally appeared HAROLD L. DECKERD, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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



Jean C. Herman  
Notary Public for the State of Missouri  
Residing at Columbia  
My Commission Expires 2/18/2011

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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**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours 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.

### **NONDISCRIMINATION STATEMENT**

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

### **PRIVACY ACT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

## Wetland Easement

Landowner: Platte River Flyway, LLC  
County: Platte County, Missouri  
WRP Contract: 66-6424-5-1071

### Exhibit A

Commencing at the Southwest Corner of Section 24, Township 54 North, Range 34 West, Platte County, Missouri; thence along Section Line, North 89 degrees 40 minutes 40 second East 126.23 feet to the apparent easterly right-of-way of Edgerton Junction Road; thence with the easterly right-of-way of Edgerton Junction Road, North 00 degrees 33 minutes 13 seconds East 140.48 feet to the Point of Beginning; thence continuing along said right-of-way, North 00 degrees 33 minutes 13 seconds East 824.39 feet; thence departing said right-of-way, North 89 degrees 40 minutes 40 seconds East 231.59 feet; thence North 53 degrees 22 minutes 06 seconds East 734.28 feet; thence North 84 degrees 02 minutes 15 seconds East 366.78 feet; thence North 66 degrees 20 minutes 58 seconds East 380.64 feet; thence North 89 degrees 40 minutes 40 seconds East 817.00 feet to the westerly bank of the Platte River; thence along said westerly bank the following courses and distances: South 40 degrees 35 minutes 20 seconds West 477.71 feet; thence South 35 degrees 16 minutes 46 seconds West 250.99 feet; thence South 20 degrees 44 minutes 25 seconds West 205.29 feet; thence South 07 degrees 59 minutes 58 seconds West 224.03 feet; thence South 12 degrees 44 minutes 42 seconds East 200.51 feet; thence South 18 degrees 24 minutes 39 seconds East 90.57 feet; thence South 22 degrees 11 minutes 31 seconds East 200.03 feet; thence South 89 degrees 40 minutes 40 seconds West 1948.03 feet to the point of beginning.

The above-described tract of land contains 54.00 acres, more or less, exclusive of Edgerton Junction Road right-of-way, and is subject to all recorded and unrecorded easements, restrictions, and right-of-ways.

April 24, 2007  
R. Curtis McAdams, P.L.S.  
Missouri P.L.S. 2005019225