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I'm Back With More

03/05/2009

After walking for three hours over my in perpetuity 80 acre easement area with (3) three NRCS agents officiating this easement area and previously defining every noun, verb, adverb, adjective, conjunction and preposition by Daniel Webster as written and worded in the WRP Warranty Easement Deed for in perpetuity and more recently after a 10 minute phone conversation with the NRCS agent officiating this easement area; I write the following thesis

On Feb. 2, 2009 I joined (3) three NRCS agents in a three hour walk over my easement area. Just recently I spent (2) two days defining every noun, verb, adverb, adjective, conjunction and preposition in the first two pages of the WRP Warranty Easement Deed for in perpetuity ( here after referred to as the Contract) as per Daniel Webster. This effort quickly ballooned into a 13 page handwritten thesis. More recently a 10 minute phone conversation with the NRCS agent officiating this easement area. Based on those events I now by deductive reason, fore-gone conclusions and intuition the following thesis arises out of the murky shadows cloaking and surrounding the Contract. What the Contract actually and precisely does for and to the Grantor in layman's terms. This is unequivocally only as the Contract has been officiated on my easement area. Hopefully your WRP easement has been officiated differently meaning to an amicable partnership and most important of all to the purpose and intent of the restoration project. This easement area lacks both. It is a dismal failure on both counts. This is by far the most challenging writing to date. Previous writings were opinionated orations base upon intuition knowing something has gone terribly wrong starting on April 5, 2004, but just who, what, when, where, why, how and how much was still illusive, still just a guessed at - difficult to bring into sharp focus nagging in the gut intuition

By good intentions or by clandestine schemes. By premeditation or by circumstantial evidence. By the best laid plans of mice and men or by something has gone terribly wrong. By intent or by tapering. By the preponderance of scientific thought or by loosely held fear driven twisting of Wetland Science. By good things come to those who wait or by instantly gone to hell in a hand basket. By honest Injun or by the road to perdition is paved with good intentions. With by gosh and by golly thrown in for good measure. Something who, what, when, where, why, how and how much has gone terribly wrong. Today. There is no better time than today while it is still today. Today in the day of salvation for this particular wetland restoration project.

There are 23 scenarios; 23 no getting around them by loop-holes in the Contract. 23 different variations for getting caught with your hand in the cookie jar. All punishable immediately by the United States Dept. of Justice and others to the full extent of contact law. It's just a three page document all in the King' English and like a newspaper, black and white and read all over; red, blood red that is. A total of 23 "any reason", "any means", "otherwise", "other", "all" and "any" who, what, where, when, why, how and how much. "any", "any", "any" and almost endless list of "any". For me? I'm much less complicated. Much more easily accommodated. Abiding by much simpler terms. Product of kinder days. Progeny of gentler times. All I need is "any" one, singular, definitive, simple but effective stroke of genius. Only one singular "any" will be needed. Only one definitive "any" will suffice. Only one simple but effective stroke of genius "any" will get the job done just fine. "Annie" get your gun. Boom. Contract as written and worded your dead. Worked pretty good for the Blue Ridge Mountain, Shenandoah River, Hill Billy boys of West Virginia during their prohibition days of yore. Prohibition didn't work for them, even less likely will work today for these Cascade - Coast Range Mountain, Willamette River farm boys of Western Oregon. I actually probably don't even need this one "Annie" what with this Hindenburg inflated, dirigible ballooned, pork barrel bloated alter ego tethered in my front yard 24/7/365 who could miss? But that would be the easy way out. I choose a different path for citizen justice. But how does one rewrite this Contract for a down to earth constitutional balance of power between Grantee and Grantor. A Contract for the officiating a Farm Bill conceived in the 1980's and surviving today even stronger than ever with such politically correct band wagon terms supported by the uniformed and miss-informed voters of this Republic. "Wetlands Restoration" "Kinder gentler Nation" "no net loss wetlands" "3,000,000 acres" new and improved wetlands dredged up out of

generational misuse of marginal agriculture land How about going armed and loaded for bear with the truth and let "Annie" RIP.

I began this quest for truth the fall of 2006 by daily quietly documenting on the ground management of this 80 acre easement area to approximately just 75% of it's potential as a restored land, based upon the 300 acre Burkart Creek Watershed it is joined to inseparable. In fact this easement is the last 80 acres of this 300 acre watershed before it empties into the Willamette River, the most polluted River system West of the Big Muddy, the Mississippi. Every reason of and in itself to stretch to the limit an enhanced restoration plan for this easement area. I was just trying to get a handle on this nagging intuition that began back on April 5, 2004; the day I signed the Contract. An understanding of this intuition that something has gone terrible wrong; not change anything on the easement area, but to just understand why every potential for a maximum restoration of this easement area was being discarded and mismanaged by NRCS for the easy way out. This has been an incredible journey to say the least. It today is still opinionated interpretation of science pitted against science, but now armed and loaded with documentation definable and defensible in court if that is what it takes. No longer just he said, she said; woulda, coulda, shoulda be here say. Today there is Wetland Science for this Burkart Creek Watershed. Lawyer opinion and interpretation, Court Decision, Immutable Contract Law, Webster definition as the Contract is written and worded. Debate by deductive reasoning, fore-gone conclusions and intuition based upon those words as the Contract is written and worded. My suppositions, conclusions and challenges are now firmly rooted and grounded by all these supports and by all these means of support not any longer just an opinionated oration base upon intuition. Intuition by definition is by the way "a capacity for guessing accurately; sharp insight".

If I am wrong, may God forgive me. I apologize. I will draw in my claws, bite my tongue and shear off my horns. But if I am right then God help us every one as we are going to need it. I may be a pooh-dunk dirt farmer, but with all this support by all these means of support, also a force to be reckoned with, a voice relentlessly demanding defensible and reasonable answers for this Burkart Creek Watershed Restoration Project. A voice and person that will not accept this bone NRCS has tossed upon the ground on this easement area and thereby declares that to be the maximum wetland restoration effort for this particular easement area. I voluntarily, of my own free will, place my neck on the chopping block, but if anyone wields the executioner's blade with anything less than the truth, the whole truth and nothing but the truth, than may God have mercy on that soul. I will not. WRP Warranty Easement Deed for in perpetuity under oath tell the truth, the whole truth and nothing but the truth so help you God. If He cannot help you I sure can. I'll rock the boat; Contract as written and worded, fish or cut bait.

All I am doing is telling it the way I see it as officiated by NRCS on my 80 acre WRP easement area since April 5, 2004. This farm has been my home for 55 years. Starting in 1982 I began, voluntarily and at my own expense, to restore this 90 acre ryegrass seed farm to its historic record. What direction my restoration project was and had been going for 22 years when all that changed on April 5, 2004. Just like this country changed on Nov. <sup>22, 1963</sup>~~23, 1965~~. Two different stages a world apart but the same end. A planned and calculated assassination took place. Aw, come on your way out of line here. Am I? Every shred of those 22 years of restoration was obliterated and every shred of the Feb. 2003 PRP was aggressively engineered to a complete 360 degree reversal by the 2005 excavations on this easement area. This WRP as officiated by the NRCS on this easement area; job 1 was to drain the swamp with five massive artificial channels each 40 to 1000 times large than needed for 1994 science of ryegrass. The terror and insanity of this assassination is a daily reality. Job 2 is now to restore the swamp. What swamp? Every possible historic feature and functional value of the swamp is daily drained away. The mockery of this assassination is also now a daily reality. Not to mention all the other attempts at restoration by the NRCS all approach a 90% to a 100% failure. 45 acres of weeds without one single native plant on those 45 acres, 100's of planted trees now mostly dying or already dead, ground water held to a constant 24" to 34" below historic records and functional values of this wetland, 900 acre feet of water sent gushing down stream every hour of every day; the very foundation of this wetland. If one single word of the Contract can by lawyer opinion

and interpretation; and by Webster definition be defended by the United States Dept. of Justice and others to the full extent of Contract Law; then every word of the Contract singularly and collectively must be equally by lawyer opinion and interpretation; and by Webster definition be defended by the United States Dept. of Justice and other to the full extent of Contract Law; without prejudice or favoritism to word or words, action or actions, person or persons, Grantee or Grantor. The only either/or option is: enforced as written and worded of it's File 13, but first the paper shredder. There is no betwixt and between mumbo jumbo jargon. That is Immutable Contract Law. Any questions? Yes, I have one. Oregon Congress are you willing and able to defend Oregon Citizen Sovereign States Rights all the way to the Supreme Court thereby if that is what it takes? All other WRP Grantors you may be living your American Dream with what you now have under the Contract Equally with what you think you now have under the Contract. There is one and self same WRP Contract, just differing in duration All we landowner/ Grantors have by our own free will is "quiet enjoyment" limited to three activities upon the easement area; hunting, fishing and bird watching provided these activities are quiet enough not to produce not one single red cent to be exchanged between participants and the Landowner/Grantor including swapped or bartered favors. No "economic use" If you think that is not constraints enough try defining by Webster the phrase "undeveloped recreational use" But enough random sampling of the words of the Contract

So here it is by lawyer opinion and interpretation, Webster definition of contract spelled out in layman's terms, Immutable Contract Law, preponderance of scientific thought, deductive reasoning, fore-gone conclusions and intuition as officiated by NRCS singularly and exclusively of this WRP easement area on this Burkart Creek Watershed What WRP means in another watershed in the Willamette River Basin or any other anything, anywhere, anywho in any other state is up to your own interpretations and conclusions based upon the Wetlands Restoration project NRCS has partnered together in concert with you to produce your own American Dream by Wetlands Restoration

My Precious Little Rights

02/20/2009

#### PRECIOUS RIGHTS LOST IN PERPETUITY

1. I cannot of my own free will plant on single tree on this WRP easement in perpetuity.

Herein amended to read: I cannot of my own free will plant, transplant, trim, prune, gather the pruned or fallen branches or other parts, cut, cut down or hew one single shrub or tree on this easement area in perpetuity for any (not Annie) reason. Further more I cannot of my own free will take a cutting, graft or scion or pick one leaf, bud, blossom, flower, fruit, twig, branch, or bug; good, bad or ugly off of one single shrub or tree on this easement area in perpetuity for any (not Annie) reason.

2. I cannot of my own free will plant one single native flower or plant one single native prairie plant on this easement in perpetuity, let alone pick one

Herein amended to read: I cannot of my own free will plant, transplant, trim, prune, cut, mow, pull up, weed out, dig up, root out, or control or destroy by any other means one single vegetative (rush, reed, sedge, herb, grass, flower, fungi, moss or fern) plant or any other vegetative plant, native or non-native, invasive or just plain good, bad or ugly on this easement area in perpetuity for any (not Annie) reason. All noxious weeds excluded, well not really; not by my own free will anyway Further more I cannot of my own free will pick, harvest or otherwise glean or gather on single spore, seed, rhizome, root, corm, bulb, tuber, stem, stalk, joint blade, bud, flower, blossom, of one single vegetative (rush, reed, sedge, herb, grass, flower, fungi, moss, or fern) plant or other vegetative plant, native or non-native, invasive or just plain good, bad or ugly on this easement area in perpetuity for any (not Annie) reason.

3. I cannot of my own free will touch one single drop of water of any kind on this WRP easement in any way shape or form for any reason in perpetuity

Herein amended to read: I cannot of my own free will touch one single drop of water while that water is about to enter, is entering, passing over and through or exiting this easement area whether surface or ground water in any way shape or form for any (not Annie) reason. Out of a possible 1200 acre feet of water each rain year on this easement area not even to collect said water in any volume for drinking for my self or my dogs

- 4. I cannot of my own free will move or disturb one single shovel full of soil on this WRP easement in any way shape or form for any reason in perpetuity.

Herein amended to read: I cannot of my own free will move, disturb, dig, excavate, fill, or level by shovel, spade, hoe, rake, stick, by hand or by foot or by any other means of moving, disturbing, digging, excavation, filling or leveling of soil or rock including but not limited to soil or rock clinging to root ball of weeded out or rooted out or otherwise moved or removed vegetative plant on this easement area in perpetuity for any (not Annie) reason

- 5. I cannot of my own free will leave behind one single evidence of personal property ownership on this WRP easement in any way shape or form for any reason.

Amended to read: I cannot of my own free will due to the already voluntary and conditional and preponderance by surrender of every precious, property, civil and personal but (4) four already conveyed and relinquished to the Grantee for in perpetuity as a Landowner over his own easement area, leave upon this easement area one single evidence or clue of any kind that I the Landowner, previously a citizen of this Republic but now a non-entity was ever here upon said easement in any way shape or form past, present, or in perpetuity for any (not Annie) reason.

- 6. I have no clearly defined legal right of my own free will to walk upon this WRP easement anytime, anyplace, anywhere for any reason.

Herein as amended: Nothing left to amend. Vanished, gone with the wind, vanished into thin air, rode this dead horse long enough, no longer measurable and definable by Webster, disappeared, lost and forgotten betwixt and between absolute power and absolute corruption.

- 7. I must use extreme care when where and how if I do walk anytime anyplace anywhere for any reason upon this WRP easement in perpetuity lest I leave a negative impact upon this restoration project in any measure e.g. one single bruised plant, one single foot print, one single measurable shred of evidence of any kind any where anyplace anytime for any reason that I the Landowner a living breathing human being was ever here past present or future

Herein as amended: Same song second verse as 6 above.

- 8. And just in case "any ambiguities in this easement deed" (shall arise at anytime in perpetuity in the continuous on going quest for Manifest Destiny) "they shall be construed in favor of the United States"

Herein as amended: Actually finally just quoted verbatim from the Contract as written and worded. No need for lawyer opinion and interpretation and Webster definition here. It's all in black and white and red all over copy.

"The Grantor hereby grants and conveys for in perpetuity, all rights, title and interest in the lands comprising 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."  
(page one Contract)

Part VI. General Provisions (page three Contract)

- 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 affect the wetland and conservation purposed 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. "
- 9. And further if for any reason the United States finally decides finds anything unreasonable or unconstitutional and there by against the unalienable civil rights of Life, Liberty and the pursuit of Happiness and/or violates the rights endowed by the Creator of Landowner property rights and/or the United States is no longer willing or able to continue to manage and fund Farm Bill 2002 WRP "the property rights of the United States as acquired under this easement deed shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program".

Herein as amended: Nothing left to amend, all extrapolated in 8 above.

By lawyer opinion and interpretation, Webster definition, court decision; and debate by deductive reasoning, fore-gone conclusions and intuition, the following suppositions, conclusions and challenges arises like the Phoenix up out of these ashes

Supposition: The WRP Warranty Easement Deed for in perpetuity as written and worded is:

- 1 Untenable for the Grantee and for the Grantor
- 2 Unfeasible for the NRCS to officiate
- 3 Unconscionable for the NRCS to officiate and for the Grantee to endorse
- 4 The acquiring of Absolute Power and Authority backed by the Power of Eminent Domain over the easement area by the Grantee is more commonly associated with Imperial Domain and Tyrannical Powers

Conclusion: The contract must be rewritten and reworded following paragraph 2 page 1 to restore the constitutional balance of power and authority over the easement area betwixt and between the Grantee and the Grantor. There is no need, no place, no reason for the Grantor to relinquish one single solitary right of a free born citizen of this Republic for Farm Bill 2002 WRP which offers specifically and particularly "Technical advise and Financial Assistance" to eligible Landowners to be officiated upon his privately owned land to its full measure with NRCS returned to its government appointment as technical adviser and financial assistant.

Challenge: I challenge anyone to press this debate with this Grantor of the Contract who is reasonable versed in Webster definition, deductive reason, fore-gone conclusions and intuition the words of this contract as it is written and worded. We'll get to lawyer opinion and interpretation; and court decision later if need be

I'll start I, of my own free will, desire to pull one single, non-native, perennial, invasive weed on my easement area say for example one Curley Dock plant. A deep, tap rooted, near noxious, perennial weed

1. By Contract it is prohibited
2. The permission to do so can not be granted by loop-hole by compatible use permits for not in my wildest imaginations can I deduct or conclude that there is one single red cent of economic gained by the Landowner by this one action against this one plant

Further violations delineated by the Contract.

1. To remove the plant, of my own free will, I must dig but digging for any reason is prohibited
2. I could just remove the seed stalk but to do so would require mowing or cutting also prohibited for any reason by the Contract. Not to mention the deep, tap rooted, perennial would just grow back again next spring stronger than ever.
3. By pulling the plant I disturb the soil, alter other vegetative cover and destroy vegetative cover, besides if I leave behind so much as 1/4 inch of viable tap root behind it will re-grow into a mature plant next spring and I have to repeat this process all over again never mind I was in Contract violation in doing so this first time
4. I could just strip the seeds off of the seed head but alas seed harvesting for any reason is also prohibited. And all the above scenarios still exist for re-growth next spring stronger than ever
5. By completely removing the plant by any means and for any reason I leave a digged hole which I desire to fill and level but that is also prohibited for any reason and by any means.
6. Just to get to this one single Curley Dock I have to walk or the easement area and by a small but reasonable stretch the "altering of grassland or other natural features, or otherwise destroying vegetative cover, for any reason and by any means" is specifically and strictly prohibited.
7. It is not an action that can by undeveloped recreational use be accomplished by free will, no economic return or benefit by hunting, fishing and bird watching by the Landowner
8. There are 100's of these non-native, invasive, near noxious weeds on this easement area and all this just to get to one plant, let alone this species of this plant. There are also 100's of other single plants and species of plants all non-native, invasive and aggressive re-seeders or just plain good, bad or ugly that must be controlled on this easement area for this particular Wetland Restoration Project or this restoration project doesn't have a snow balls chance in hell of succeeding.
9. The problem with a fence is not what one fences in but what one fences out.

If one single word of the Contract can be defended in court then every word must equally be defended in court without prejudice or favoritism to word or words. That is Immutable Contract Law. Lawyer opinion and interpretation will speak the truth, the whole truth and nothing but the truth as the Contract is written and worded. And let this truth be known. Let these chips fall where they may. Try putting, of your own free will, one foot in front of the other on your easement area with the "purpose and intent" the 100% one and only motive and goal as I did and see how quickly you get clubbed back into contract reality with the United States Dept. of Justice and others wielding the club. That club has landed squarely on me twice already without recourse or negotiation.

The one and only thing constant with Mother Nature is change itself. The problem with a fence is not what you fence in but what you fence out. Within an absolute and complete surround the sheep are happy as a clam. The big bad wolf and the wiley coyote are fenced out. But so also is the shepherd without whose care all the sheep inside the surround will all eventually die. The fence whose purpose and intent it was to protect the sheep now becomes

their death trap, their slow and agonizing demise and death by fence. The daily care and management by the one and only person who will voluntarily give his life for his sheep, if that is what it take, is also by fence; by absolute and complete surround excluded, prohibited, fenced out

The Contract as written and worded is an unfeasible and untenable tangle of opposing cross currant mumbo jumbo jargon of the purpose and intent of Farm Bill 2002 WRP. A torrent of mumbo jumbo jargon that turns in upon itself like a caged, enraged, wild, ferocious beast with not a hint of Farm Bill 2002 WRP as written and worded addressed in its scope and purpose. There is no mention of absolute Power and Authority or Eminent Domain to be relinquished by the voluntary participant to the Grantee in Farm Bill 2002 WRP. There is no reference to ownership of the land conveyed or construed to the NRCS in Farm Bill 2002 WRP. There is nothing in this contract past paragraph 2 that that is implied or construed to and upon the voluntary participant in anyway shape or form by and through this Farm Bill. It is all underhanded, behind the back, under the table, after the fact, Indian giving schemes that exercise Imperial Domain and Tyrannical Powers to the core. This Farm Bill does not need a single word of the contract past paragraph 2 as written and worded for this Farm Bill to accomplish its full measure upon each and every WRP enrollment in this Land from Sea to Shining Sea. This Grantor, just like the shepherd, has more care for his land in his one little finger than all the politicians on The Hill combined. This second generation grass seed farmer has more understanding of Wetland Science for this Burkart Creek Watershed easement area for this Restoration Project to achieve maximum benefit than the WRP Handbook and Subpart NRCS directives combined. Yet every word or thought from the Landowner was summarily rejected and not even so much as listened to by the NRCS previous to the 2005 excavation. Why? Furthermore having invested approximately \$ 400,000.00 into this land since 1976 for the sole purpose to eventually somehow someway restore this land to all its historic features and functions gives credence to my argument and debate for restoring constitutional balance of power between Grantee and Grantor. All I needed in April 5, 2004 was the financial assistance offered by Farm Bill 2002 WRP. Thank you. Where did all this Absolute Power and Authority and Power by Eminent Domain come from? It certainly is not even hinted at in Farm Bill 2002 WRP. This wetland is crashing because of and by all this mumbo jumbo jargon imposed upon this easement area starting in April 5, 2004.

After all, all we are trying to do here is voluntarily partner together to restore, conserve, protect and enhance a degraded wetland held in private ownership by a citizen of this Republic. Let us do just that. But first let us restore, protect, conserve and enhance all precious, property, civil and personal rights of freedom of the citizen/Landowner of this Republican Government of the People, by the People and for the People. All unalienable rights. Let this Freedom by whom millions of his fellow country have voluntarily and conditionally fought and died for in putting of despotism Ring from Sea to Shining Sea.

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