Tom Hanson

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Shelley A. Dugan, Conveyance Examiner (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, IA 50125-1700

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

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

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-6114-6-060

THIS WARRANTY EASEMENT DEED is made by and between

M. Ruth Francois; the Estate of William C. Francois; Daniel E. Lahr and Jacqueline B. Lahr, husband and wife; and Craig W. Francois and Diane M. Francois, husband and wife; c/o M. Ruth Francois, 709 Ridgewood Drive, Manchester, Iowa 52057;

(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".

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 habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of the 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. Section 3837), for the Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of **One Hundred Ninety-Two Thousand Eight Hundred and Thirty-Three Dollars ($192,833.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in 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 in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

DATE 2-18-97 BOOK 2 PAGE 65

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 a Plat of Survey by Robert L. Stumbo, Jr., recorded on March 31, 1997, in Book 8 Plats, Page 38, in the office of the Delaware County Recorder. A copy of said Plat of Survey is attached hereto as Exhibit A and incorporated herein by this reference..

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.

NONE

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. Title. Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. Quiet Enjoyment. The right of quiet enjoyment of the rights reserved on the easement area.

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

NONE

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

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;

4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the CCC prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the CCC any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the CCC may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The CCC shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management Activities. The United States shall have the right to enter 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 or other natural values.

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B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the CCC may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the CCC determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. Section 3837e(b)) is reserved to the 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.

PART VII. Special Provisions. **NONE**

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TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 11 day of July, 1997.

Landowner(s):

M. Ruth Francois (Seal)
M. Ruth Francois, individually and as Executor of the Estate of William C. Francois

Daniel E. Lahr (Seal)
Daniel E. Lahr

Jacqueline B. Lahr (Seal)
Jacqueline B. Lahr

Craig W. Francois (Seal)
Craig W. Francois

Diane M. Francois (Seal)
Diane M. Francois

Notarial Acknowledgement in accordance with Iowa Code is required.

Shelley A. Dugan, Conveyance Examiner (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, IA 50125-1700

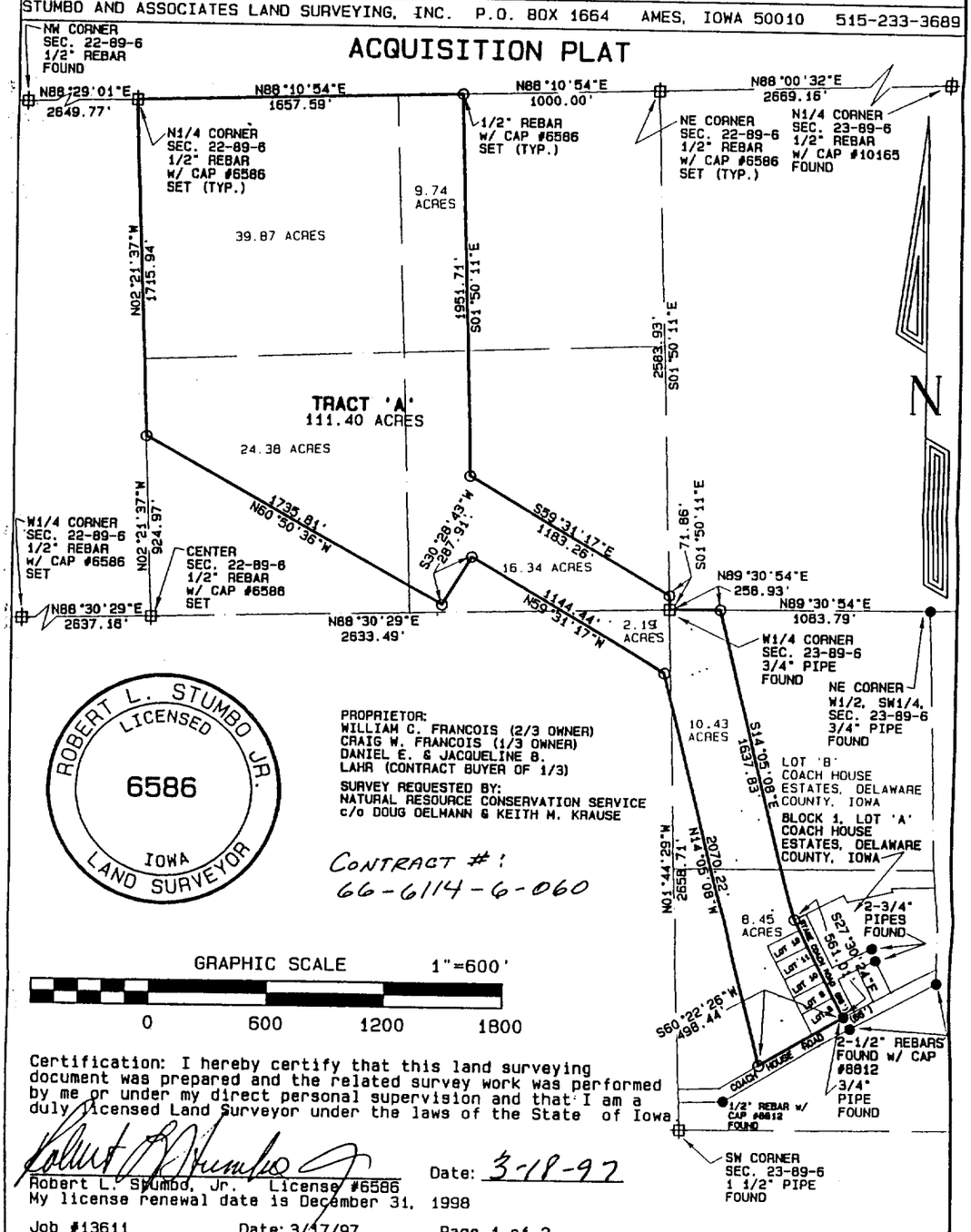
This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately sixty (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

STUMBO AND ASSOCIATES LAND SURVEYING, INC. P.O. BOX 1664 AMES, IOWA 50010 515-233-3689

ACQUISITION PLAT



ROBERT L. STUMBO JR. LICENSED 6586 IOWA LAND SURVEYOR

PROPRIETOR:
WILLIAM C. FRANCOIS (2/3 OWNER)
CRAIG W. FRANCOIS (1/3 OWNER)
DANIEL E. & JACQUELINE B. LAHR (CONTRACT BUYER OF 1/3)

SURVEY REQUESTED BY:
NATURAL RESOURCE CONSERVATION SERVICE
c/o DOUG OELMANN & KEITH M. KRAUSE

CONTRACT #: 66-6114-6-060

GRAPHIC SCALE 1"=600'

0 600 1200 1800

Certification: I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

Robert L. Stumbo, Jr. License #6586
My license renewal date is December 31, 1998

Date: 3-18-97

Job #13611 Date: 3/17/97 Page 1 of 2

Survey Description - Tract 'A'.
Part of the Northeast Quarter and part of the Northeast Quarter of the Southeast Quarter of Section 22 and part of Lot B, Coach House Estates and Lots 8, 9, 10, 11, and 12, Block 1, (Lot A) Coach House Estates in the West Half of the Southwest Quarter of Section 23, all in Township 89 North, Range 6 West of the 5TH P.M., Delaware County, Iowa, more particularly described as follows:

Beginning at the North Quarter corner of said Section 22; thence N88°10'54"E, 1657.59 feet along the north line of the Northeast Quarter of said Section 22; thence S01°50'11"E, 1951.71 feet; thence S59°31'17"E, 1183.26 feet to the east line of the Northeast Quarter of said Section 22; thence S01°50'11"E, 71.86 feet to the East Quarter corner of said Section 22 and the West Quarter corner of said Section 23; thence N89°30'54"E, 256.93 feet along the north line of the West half of the Southwest Quarter of said Section 23; thence S14°05'08"E, 1637.83 feet to the northwesterly corner of Stage Coach Road as shown on the Plat of Block 1 of Coach House Estates, Delaware County, Iowa; thence S27°30'24"E, 561.01 feet along the westerly line of said Stage Coach Road to the northerly right of way line of Coach House Road; thence S60°22'26"W, 498.44 feet along said northerly right of way line; thence N14°05'08"W, 2070.22 feet; thence N59°31'17"W, 1144.44 feet; thence S30°28'43"W, 287.91 feet; thence N60°50'36"W, 1735.81 feet to the west line of the Northeast Quarter of said Section 22; thence N02°21'37"W, 1715.94 feet along said west line to the point of beginning, containing 111.40 acres.

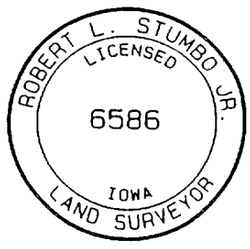
Certification: I hereby certify that this land surveying document was made and the related survey work performed by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

_____ Date:_____
Robert L. Stumbo, Jr. R.L.S. #6586
My license is due for renewal on December 31, 1998

Stumbo and Associates-Land Surveying, Inc.
Box 1664 110 North Duff Avenue
Ames, Iowa 50010
Ph.# (515)233-3689 Fax # (515)233-4403

Job # 13611

Date:3/17/97



STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 4th day of July, 1997, before me, the undersigned, a Notary Public in and for said State personally appeared M. Ruth Francois, a single person, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in & for the State of Iowa
Thomas J. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 11 day of July, 1997, before me the undersigned, a Notary Public in and for said State personally appeared Daniel E. Lahr and Jacqueline B. Lahr, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in & for the State of Iowa
Thomas J. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 4th day of July, 1997, before me the undersigned, a Notary Public in and for said State personally appeared Craig W. Francois and Diane M. Francois, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in & for the State of Iowa
Thomas J. Hanson

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 14 day of July, 1997, before me, the undersigned, a Notary Public in and for said state personally appeared M. Ruth Francois, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that such person as such fiduciary, executed the same as the voluntary act and deed of such person and of such fiduciary.

Notary Public in & for the State of Iowa

Thomas T. Hansen