Bill Wenger

Book 2005 Page 2134
Document 2005 2134 Type 03 006 Pages 11
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DEBORAH L. PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Shelley A. Dugan, Legal Instruments Examiner, Phone (515) 284-4222
Natural Resources Conservation Service, 210 Walnut, 693 Federal Building, Des Moines, IA 50309

Address for tax statement: No change of ownership – easement only. Current landowners will still be responsible for property taxes.

EXEMPT FROM TRANSFER TAX -- EASEMENT-- IOWA CODE SECTION 428A.2 (17)

U.S. DEPARTMENT OF AGRICULTURE
COMMODITY CREDIT CORPORATION

CCC-1255
6-25-00
OMB No. 0578-0013

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-6114-4-4703

THIS WARRANTY EASEMENT DEED is made by and between **The State of Iowa, acting through the Iowa Department of Natural Resources; and William McEnany, a single person,** of 3113 120th Avenue, Ryan, Iowa 52330 (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 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 **Two Hundred Twenty-five Thousand Nine Hundred Seventy Dollars ($225,970.00)**, 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.

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 Michael J. Shimak, and recorded on December 9, 2004, in Book 2004, Page 4585, in the office of the Delaware County Recorder. A reduced 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 on a Plat of Survey by Stephen M. Bruner, recorded on March 12, 2001, in Book 2001, Page 775, in the office of the Delaware County Recorder. The legal description for this access easement is attached hereto as 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.

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. 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 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 that 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, 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 or 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 Part I.

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.

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 20th day of June, 20 05.

Landowner(s):) William McEnany
)
)

Notarial acknowledgement in accordance with Iowa Code is required.

)
) State of Iowa, acting through the Iowa Department of Natural
) Resources, Jeffrey R. Vonk, Director
)

Notarial acknowledgement in accordance with Iowa Code is required.

State of Iowa)
)ss
County of Delaware)

On this 20th day of June, 2005, before me, the undersigned, a notary public in and for the state of Iowa, personally appeared William McEnany, a single person to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's voluntary act and deed.

Notary public in and for said State

WILLIAM D. WERGER
Commission Number 129612
My Commission Expires
October 6, 2007

State of Iowa)
)ss
County of Polk)

On this 13th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey R. Vonk, to me known to be the identical person named in and who executed the foregoing instrument and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Natural Resources; that said instrument was signed by him on behalf of the Iowa Department of Natural Resources; and that he, as such Director, acknowledged the execution of the instrument to be his voluntary act and deed and the voluntary act and deed of the agency, by it and by him voluntarily executed.

Notary public in and for said state

COMMISSION EXP. 9/13/06

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

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 .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.

DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 4585
DELAWARE COUNTY RECORDER
22.00

FILED
JOHN R. KLAUS
DELAWARE COUNTY ASSESSOR
DEC 9 2004

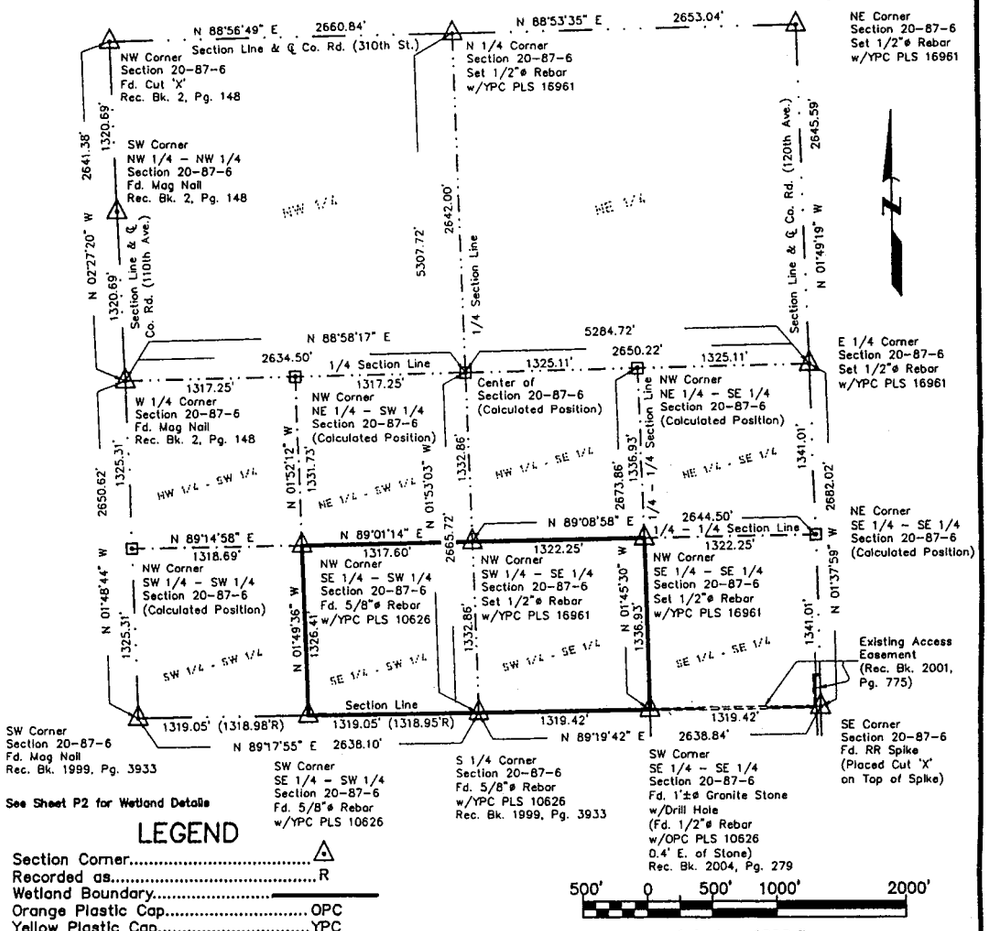
SHARON McCRABB
DELAWARE COUNTY AUDITOR
DEC 9 2004

TeKIPPE ENGINEERING, P.C., 128 South Vine Street, West Union, Iowa 52175 Phone #563/422-5131

Boundary Survey for

Wetland Easement

in the SE 1/4–SW 1/4 and in the SW 1/4–SE 1/4 both in Section 20 – T87N – R6W, Delaware County, Iowa



See Sheet P2 for Wetland Details

LEGEND

Section Corner.....△
Recorded as.....R
Wetland Boundary.....
Orange Plastic Cap.....OPC
Yellow Plastic Cap.....YPC

1 inch = 1000 ft.

Survey was completed on November 2, 2004.

Proprietor:
The Earl Zumbach and Edna Zumbach Revocable Trust

Requested by:
The Earl Zumbach and Edna Zumbach Revocable Trust
& Natural Resources Conservation Service

Note: Basis of Bearing: This Survey is Based on UTM Zone 15, using Corpscon for Windows, Version 5.11.08, to convert Delaware County G.P.S. Survey Control Points 2001-64 and 2001-65, from Iowa North Zone (1401), NAD_83 (1996) to UTM Coordinates, NAD 83, Zone 15, U.S. Survey feet, NAVD 88, U.S. Survey feet.
For the purpose of recording in Delaware County Recorder's office.

PROFESSIONAL LAND SURVEYOR
MICHAEL J. SHIMAK
16961
IOWA

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.

Michael J Shimak December 7, 2004
Michael J. Shimak Date:
License number 16961
My license renewal dote is December 31, 2005.
Sheets covered by this seal: Sheets P1 through P2

TeKIPPE ENGINEERING, P.C.
128 South Vine Street
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PH. (563) 422-5131
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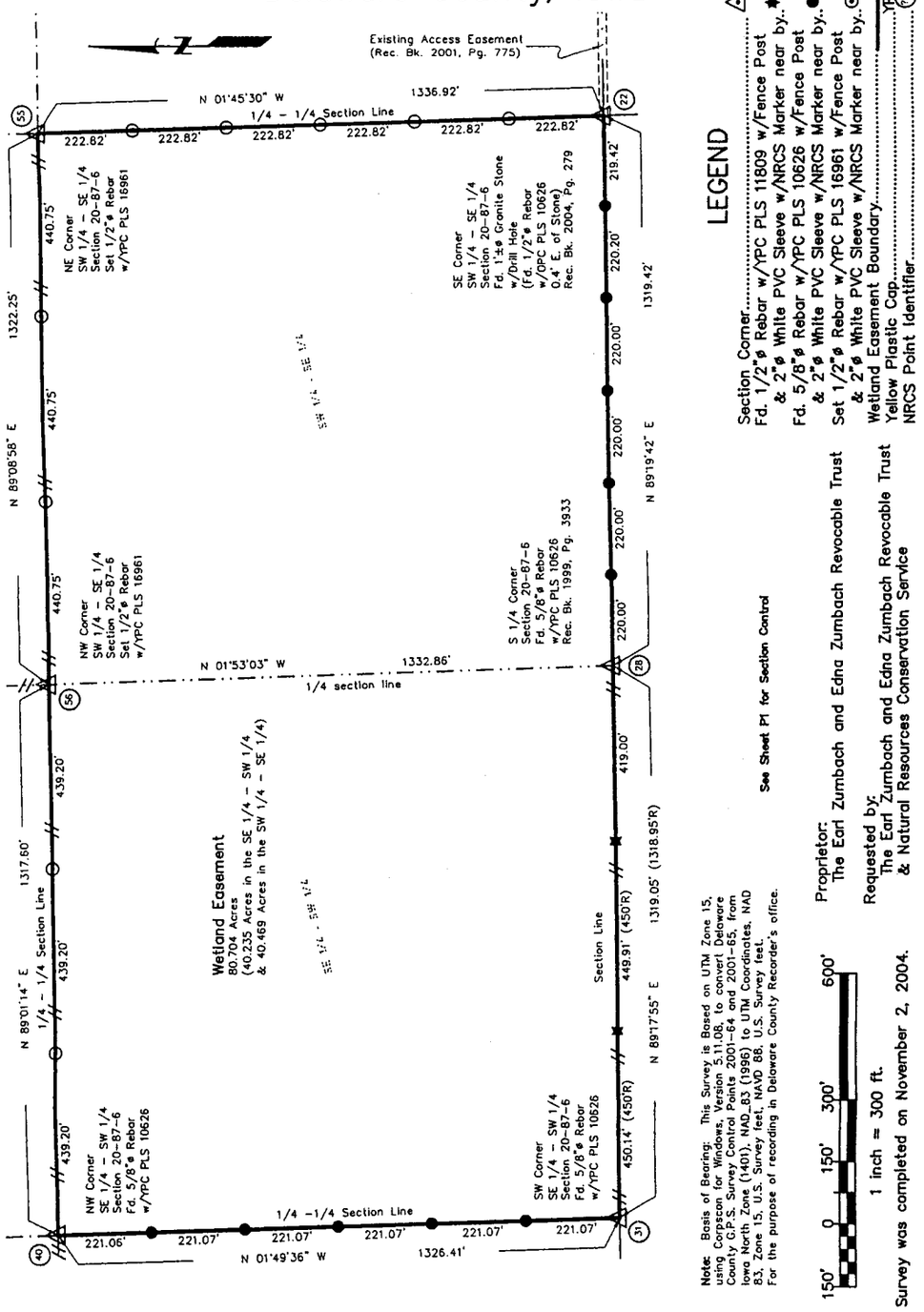
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Field Book: NRCS #3 Pages: 1-4

Project No. 04223.LS Sheet P1

Boundary Survey for

Wetland Easement
in the SE 1/4–SW 1/4 and in the SW 1/4–SE 1/4 both in Section 20 – T87N – R6W
Delaware County, Iowa



Notes: Basis of Bearing: This Survey is Based on UTM Zone 15, using Corpscon for Windows, Version 5.11.08, to convert Delaware County G.P.S. Survey Control Points 2001–64 and 2001–65 from Iowa North Zone (1401), NAD 83 (1996) to UTM Coordinates, NAD 83, Zone 15, U.S. Survey feet, NAVD 88. U.S. Survey feet. For the purpose of recording in Delaware County Recorder's office.

TeKIPPE ENGINEERING, P.C.	128 SOUTH VINE STREET WEST UNION, IOWA	
PH. (563) 422–5131 FAX (563) 422–5884	Project No. 04223.LS	Field Book: NRCS #3 Pages: 1–4	Sheet P2

TeKIPPE ENGINEERING, P.C., 128 South Vine Street, West Union, Iowa 52175 Ph. No. 563-422-5131

Project No. 04223.LS



I hereby certify that this land survey 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.

Michael J. Shimak — December 7, 2004
Michael J. Shimak — Date

Professional License Number: 16961
My license renewal date is: December 31, 2005.
Pages covered by this seal: ED-1 through ED-2

State of Iowa)
ss.
County of Fayette)

Subscribed and sworn to before me by Michael J. Shimak this 7th day of December, 2004.

SANDRA J KLOSTERMAN
Iowa Notarial Seal
Commission Number: 706806
My Commission Expires: 11-9-2006

Sandra J Klosterman
Notary Public

SURVEY AND PLAT OF:

Wetland Easement Description:

Wetland Easement in the Southeast Quarter of the Southwest Quarter and in the Southwest Quarter of the Southeast Quarter, both in Section 20, Township 87 North, Range 6 West of the 5th P.M., Delaware County, Iowa, and more particularly described as follows:

Beginning at the Southeast Corner of the Southwest Quarter of the Southeast Quarter of said Section;

Thence **South 89°-19'-42" West, 1,319.42 feet** along the South Line of said Section to the South Quarter Corner of said Section;

Thence **South 89°-17'-55" West, 1,319.05 feet** along said South Line to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section;

Thence **North 01°-49'-36" West, 1,326.41 feet** along the West Line of said Quarter-Quarter to the Northwest Corner of said Quarter-Quarter Section;

Thence **North 89°-01'-14" East, 1,317.60** feet along the North Line of said Quarter-Quarter Section to the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section;

Thence **North 89°-08'-58" East, 1,322.25 feet** along the North Line of said Quarter-Quarter Section to the Northeast Corner of said Quarter-Quarter Section;

Thence **South 01°-45'-30" East, 1,336.92 feet** along the East Line of said Quarter-Quarter Section to the Point of Beginning.

Containing **80.704 acres**, subject to other easements of record. (See plat attached to this original survey description.)

Note: Basis of Bearing: This Survey is based on UTM Zone 15, using Corpscon for Windows, Version 5.11.08, to convert Delaware County G.P.S. Survey Control Points 2001-64 and 2001-65, from Iowa North Zone (1401), NAD_83 (1996) to UTM Coordinates, NAD 83, Zone 15, U.S. Survey feet, NAVD 88, U.S. Survey feet. For the purpose of recording in Delaware County Recorder's office.

Exhibit B – Page 1 of 1

A STRIP OF LAND 20.00 FEET IN WIDTH LYING 10 FEET ON EITHER SIDE OF, AND ADJACENT TO, A CENTERLINE DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE N 01°45'09" W A DISTANCE OF 261.96 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED;

FROM THE POINT OF BEGINNING, THENCE S 79°22'27" W A DISTANCE OF 69.90 FEET; THENCE S 03°55'17" E A DISTANCE OF 240.59 FEET TO A POINT 10.00 FEET NORMALLY DISTANT NORTHERLY OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29; THENCE S 88°58'55" W ALONG A LINE 10.00 FEET NORMALLY DISTANT NORTHERLY OF, AND PARALLEL TO, THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 A DISTANCE OF 1279.83 FEET TO A POINT OF TERMINATION.