

FILED NO. 002307

BOOK 2001 PAGE 2307

91 JUN -5 AM 9:05

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA
(515) 962-1461

REC \$ 40⁰⁰
AUD \$ _____
R.M.F. \$ 1⁰⁰

COMPUTER
RECORDED
COMPARED

Prepared by: Shelley A. Dugan, Conveyance Examiner
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. 66-6114-0-0378**

THIS WARRANTY EASEMENT DEED is made by and between **Mallard Flats, L.C., of 515 Grand Avenue, Suite 203, Ames, Iowa 50010** (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 **Two Hundred Eighteen Thousand Six Hundred Seventy Dollars (\$218,670.00)**, 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.

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

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 J. M. Hochstetler, recorded January 10, 2001, as File No. 000095, at Book 2001, Page 95, in the office of the Madison 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 J. M. Hochstetler, recorded January 10, 2001, as File No. 000094, at Book 2001, Page 94, in the office of the Madison County Recorder. A reduced copy of said Plat of Survey is attached hereto as Exhibit B and incorporated herein by this reference.

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 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 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.

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:

FILED NO. 000095

BOOK 2001 PAGE 95

2001 JAN 10 AM 8:01

REC \$ 10.00
 AUD \$ 10.00
 R.M.F. \$ 10.00

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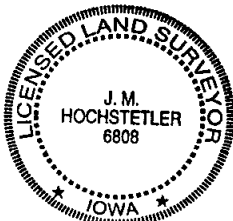
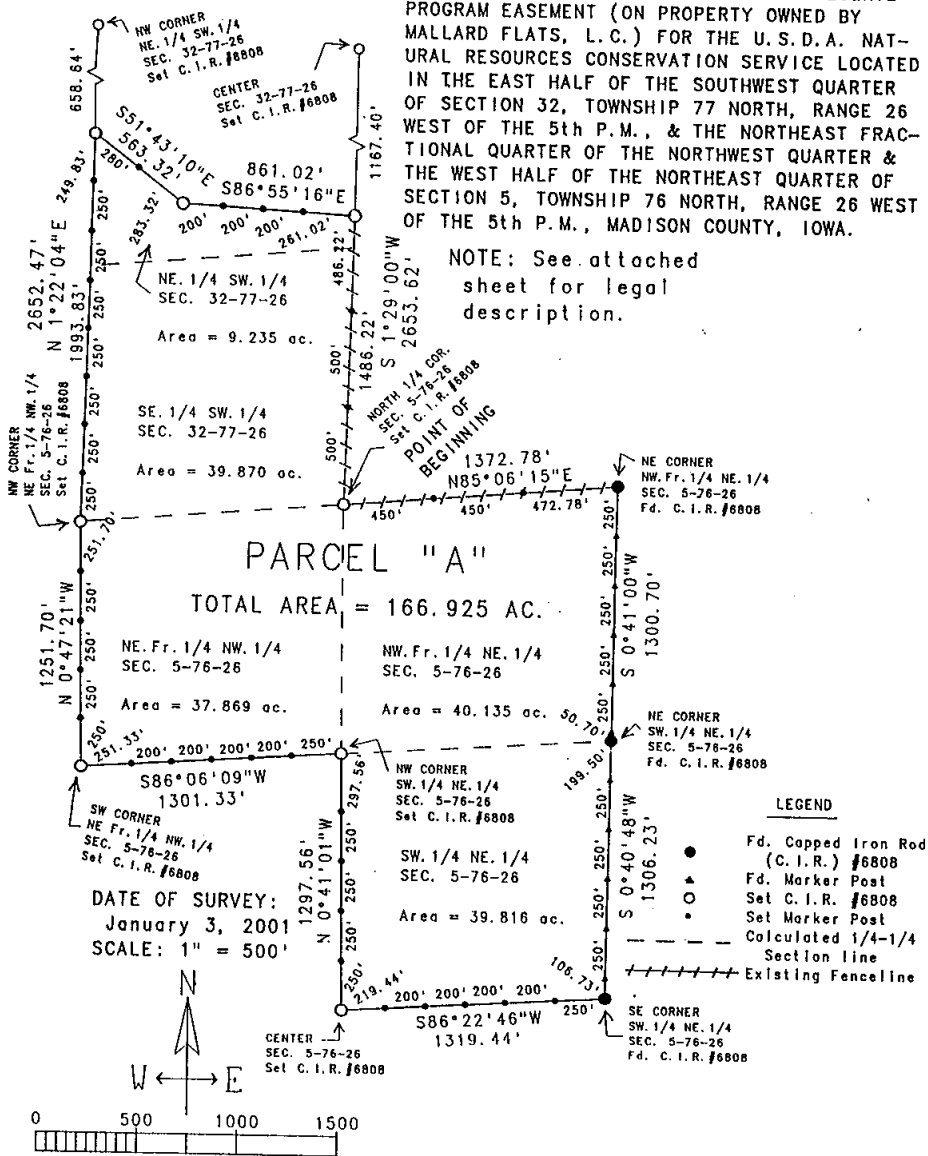


MICKI UTSLER
 RECORDER
 MADISON COUNTY, IOWA

VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSSET, IOWA (515) 462-3995
 CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSSET, IOWA 50273
 JAMES M HOCHSTETLER, 110 WEST GREEN ST., WINTERSSET, IOWA 50273

A PLAT OF SURVEY FOR A WETLANDS RESERVE PROGRAM EASEMENT (ON PROPERTY OWNED BY MALLARD FLATS, L.C.) FOR THE U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5th P.M., & THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST QUARTER & THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 76 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA.

NOTE: See attached sheet for legal description.



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.

J.M. Hochstetler
 J.M. HOCHSTETLER
 License number 6808 Date 1/9/2001
 My license renewal date is December 31, 2001
 Pages or sheets covered by this seal: 2

LEGAL DESCRIPTION:

Parcel "A", located in the East Half of the Southwest Quarter of Section 32, Township 77 North, Range 26 West of the 5th P.M., and the Northeast Fractional Quarter of the Northwest Quarter & the West Half of the Northeast Quarter of Section 5, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

Beginning at the North Quarter corner of Section 5, Township 76 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North $85^{\circ}06'15''$ East, 1372.78 feet along an existing fenceline to the Northeast corner of the Northwest Fractional Quarter of the Northeast Quarter of said Section 5; thence South $0^{\circ}41'00''$ West, 1300.70 feet to the Northeast corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South $0^{\circ}40'48''$ West, 1306.23 feet to the Southeast corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South $86^{\circ}22'46''$ West, 1319.44 feet to the Center of said Section 5; thence North $0^{\circ}41'01''$ West, 1297.56 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South $86^{\circ}06'09''$ West, 1301.33 feet to the Southwest corner of the Northeast Fractional Quarter of the Northwest Quarter of said Section 5; thence North $0^{\circ}47'21''$ West, 1251.70 feet to the Northwest corner of the Northeast Fractional Quarter of the Northwest Quarter of said Section 5; thence North $1^{\circ}22'04''$ East, 1993.83 feet along the West line of the East Half of the Southwest Quarter of Section 32, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South $51^{\circ}43'10''$ East, 563.32 feet; thence South $86^{\circ}55'16''$ East, 861.02 feet to a point on the East line of the Southwest Quarter of said Section 32; thence South $1^{\circ}29'00''$ West, 1486.22 feet along an existing fenceline which is the East line of the Southwest Quarter of said Section 32 to the Point of Beginning. Said Parcel contains 166.925 acres.

FILED NO. 000094
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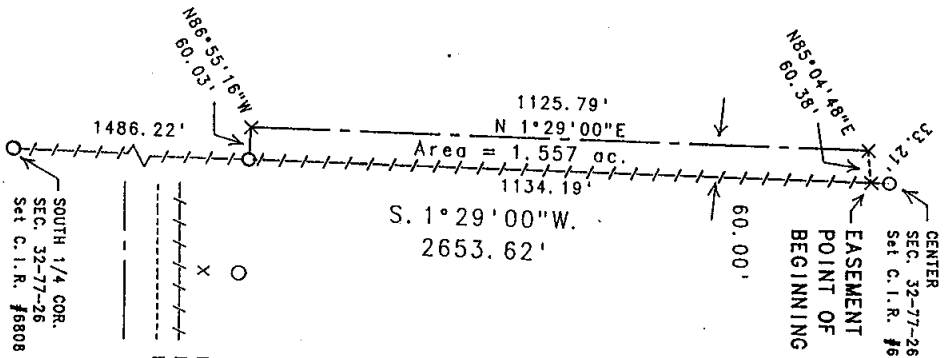
REC \$ 5.00
 AUD \$ 1.00
 R.M.F. \$ 1.00

COMPUTER
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MICKI UTSLER
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VANCE & HOCHSTETLER, P.C. CONSULTING ENGINEERS, WINTERSSET, IOWA (515) 462-3995
 CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSSET, IOWA 50273
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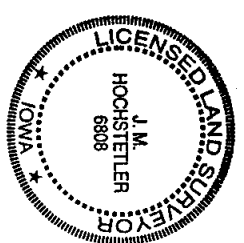
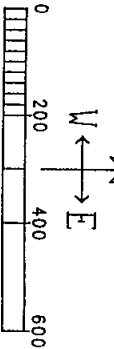


A PLAT OF SURVEY FOR A 60.00 FOOT WIDE INGRESS/EGRESS EASEMENT FOR A NATURAL RESOURCES CONSERVATION SERVICE WETLAND EASEMENT ON PROPERTY OWNED BY MALLARD FLATS, L.C., LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA.

LEGAL DESCRIPTION:
 A 60.00 foot wide Ingress/Egress Easement located in the Northeast Quarter of the Southwest Quarter of Section 32, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:
 Commencing at the Center of Section 32, Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence South 1°29'00\"/>

LEGEND
 Set Capped Iron Rod (C.I.R.) #6808
 No Monument Set
 Existing Fenceline
 Road R.O.W. line
 Ingress/Egress Easement line

DATE OF SURVEY: January 3, 2001
 SCALE: 1" = 200'



I hereby certify that the 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.
 J.M. HOCHSTETLER
 License number 6808 Date 1/9/2001
 My license renewal date is December 31, 2001
 Pages or sheets covered by this seal: 1