

COMPILED ✓
RECORDED ✓
PREPARED ✓

FILED NO. **517**
BOOK 139 PAGE 372

98 JUL 29 PM 3:08

REC \$ 45.00
ADD \$ _____
TAXES \$ 1.00

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

John K. Skerritt, Soil Conservationist
Natural Resources Conservation Service, 515 North Jefferson Street, 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. 66-6114-8-7229

THIS WARRANTY EASEMENT DEED is made by and between

The Hitch Land & Cattle Company, an Oklahoma Corporation, of 101 West 4th Street P.O. Box 1278, Liberal, Kansas, 67901, (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 Eighty-two Thousand Six Hundred Fifty Dollars (\$282,650.00)**, 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.

Return to: Frank Feilinger PO Box 270, Ames IA 50010

John K. Skerritt, Soil-Conservationist (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson Street, Suite G, Indianola, IA 50125-1700

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.

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;

John K. Skerritt, Soil Conservationist

(515) 962-1461

Natural Resources Conservation Service, 515 North Jefferson Street, Suite G, Indianola, IA 50125-1700

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.

John K. Skerritt, Soil Conservationist (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson Street, Suite G, Indianola, IA 50125-1700

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

John K. Skerritt, Soil Conservationist (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson Street, 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.

John K. Skerritt, Soil Conservationist (515) 962-1461
Natural Resources Conservation Service, 515 North Jefferson Street, Suite G, Indianola, IA 50125-1700

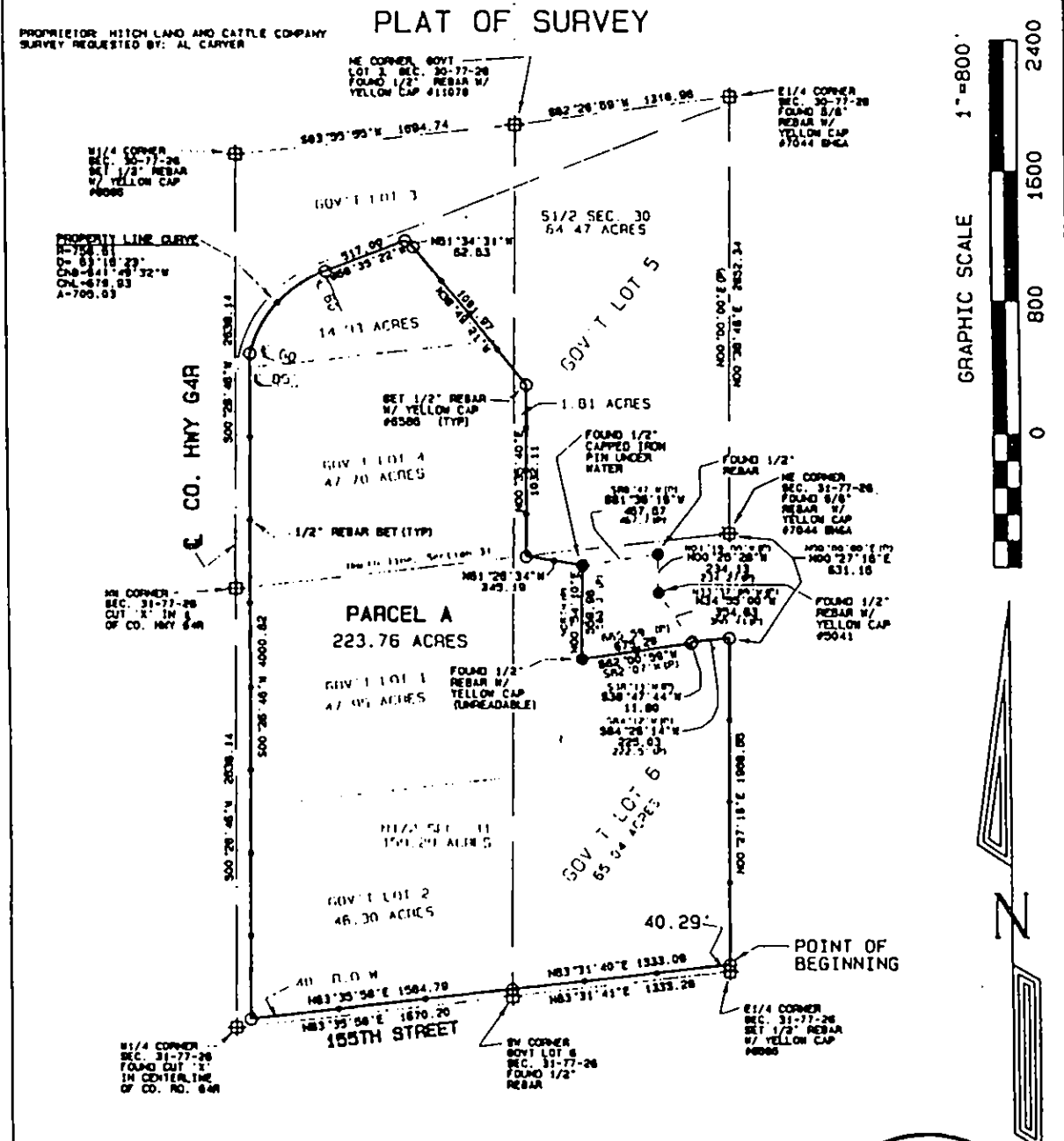
EXHIBIT A - Page 1 of 3

**Easement Area
Description**

Parcel 'A' located in part of Government Lots 3, 4 and 5 in Section 30, and in part of Government Lots 1, 2 and 6 in Section 31, all in Township Seventy-seven (77) North, Range Twenty-six (26) West of the 5th P.M., Madison County, Iowa. Said Parcel 'A' is more particularly described on a Plat of Survey dated June 16, 1998, filed June 17, 1998, in Book 3, at Page 278, in the Madison County Recorder's Office. Refer to a reduced copy of said Plat of Survey, attached as Pages 2 and 3 of Exhibit A.

The easement area contains 223.8 acres, more or less.

REGS. 10.00
 AUD.
 R.M.F. 1.00
 FILED NO. 5312
 BOOK 3 PAGE 278
 98 JUN 17 PH 2: 58
 MICHELLE UTSLER
 RECORDER
 MADISON COUNTY, IOWA
 STUMBO AND ASSOCIATES LAND SURVEYING, INC. P.O. BOX 1664 AMES, IOWA 50010 515-233-3689



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 Date: 6-16-98
 My license renewal date is December 31, 1998
 Job # 14131 Date: 6/15/98 Page 1 of 2

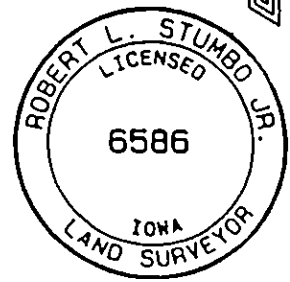


EXHIBIT A - Page 3 of 3

PAGE 2 OF 2
DATE: 6/15/98
JOB #: 14131

PROPRIETOR: HITCH LAND AND CATTLE COMPANY
SURVEY REQUESTED BY: AL CARVER

Survey Description-Parcel 'A':
Part of Government Lots 3, 4, and 5 in Section 30, and part of Government Lots 1, 2, and 6 in Section 31, all in Township 77 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows: Commencing at the East Quarter Corner, also known as the Southeast corner of Government Lot 6, of said Section 31; thence N00°27'16"E, 40.29 feet along the East line of said Section 31 to the point of beginning; thence continuing N00°27'16"E, 1968.55 feet along said East line; thence S84°28'14"W 225.03 feet; thence S38°47'44"W, 11.80 feet; thence S82°00'59"W, 675.29 feet; thence N00°54'10"E, 559.98 feet; thence N81°26'34"W, 345.19 feet; thence N00°35'40"E, 1032.11 feet; thence N38°49'21"W, 1081.97 feet; thence N51°34'31"W, 62.53 feet to a point on the southerly right of way of County Road 64R; thence S68°35'22"W, 517.00 feet along said right of way to the beginning of a curve; thence westerly, southwesterly and southerly, 705.03 feet along said right of way and said curve having a radius of 758.51 feet, concave to the southeast, and a central angle of 53°5'23" and being subtended by a chord which bears S41°49'32"W, 679.93 feet; thence S00°26'46"W, 4000.62 feet along said right of way to the northerly right of way of 155th Street; thence N83°35'58"E, 1584.79 feet along said right of way; thence N83°31'40"E, 1333.09 feet along said right of way to the point of beginning, containing 223.76 acres.

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. Date: 6-16-98
Robert L. Stumbo Jr. License #6586
My license renewal date is December 31, 1998

