

REC \$ 55<sup>00</sup>

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R.M.F. \$ 1<sup>00</sup>

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BOOK 141 PAGE 201

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MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

(515) 962-1461

John K. Skerritt, Soil Conservationist  
Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, IA 50125-1700

U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION

CCC-1255 (30 years)  
10-96  
OMB No. 0578-0013

**WARRANTY EASEMENT DEED**

**WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 66-6114-8-8213**

THIS WARRANTY EASEMENT DEED is made by and between the

**Kathryn Jeanne West, L.L.C., an Iowa Limited Liability Company, of 106 E. Salem Avenue, Indianola, Iowa 50125,** (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 **Eighty Thousand Seven Hundred Eighty-five Dollars (\$80,785.00)**, the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, for **Thirty (30) years**, 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 for **Thirty (30) years** 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.

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

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**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 A.

**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.

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.

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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 NRCS 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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Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, IA 50125-1700

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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 for Thirty (30) years. 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 24 day of February, 1999.

KATHRYN JEANNE WEST, L.L.C., by:

Landowner(s): ) Kathryn Jeanne West (Seal)  
                          ) Kathryn Jeanne West, Manager  
                          )

Notarial Acknowledgement in accordance with Iowa Code is required.

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

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

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**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.

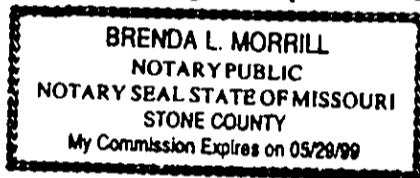
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STATE OF MISSOURI, COUNTY OF STONE, ss:

On this 24<sup>th</sup> day of FEBRUARY, 1999, before me, a Notary Public in and for the said State, personally appeared Kathryn Jeanne West, to me personally known, who being by me duly sworn did say that that person is Manager (Insert title of executing member) of said limited liability company, that ~~(the seal affixed to said instrument is the seal of said)~~ or (no seal has been procured by the said) limited liability company and that said instrument was signed ~~(and sealed)~~ on behalf of the said limited liability company by authority of its managers and the said Kathryn Jeanne West acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Brenda L. Morrill, Notary Public in and for said State.



(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of limited liability companies

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

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**EXHIBIT A - Page 1 of 4**

**Easement Area  
Description**

Parcel "C" (containing 129.581 acres) of the South Half of the Northeast Quarter (S<sup>1/2</sup> NE<sup>1/4</sup>) and the North Half of the Southeast Quarter (N<sup>1/2</sup> SE<sup>1/4</sup>) of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa. Said Parcel "C" is more particularly described on a Plat of Survey prepared by J. M. Hochstetler, L.S., dated August 4, 1998, filed August 6, 1998, in Plat Survey Book 3, at Page 397, Madison County Recorder's Office. Together, with an easement for ingress and egress as shown on said Plat of Survey. Refer reduced copies of said Plat of Survey attached as Pages 2 and 3 of Exhibit A.

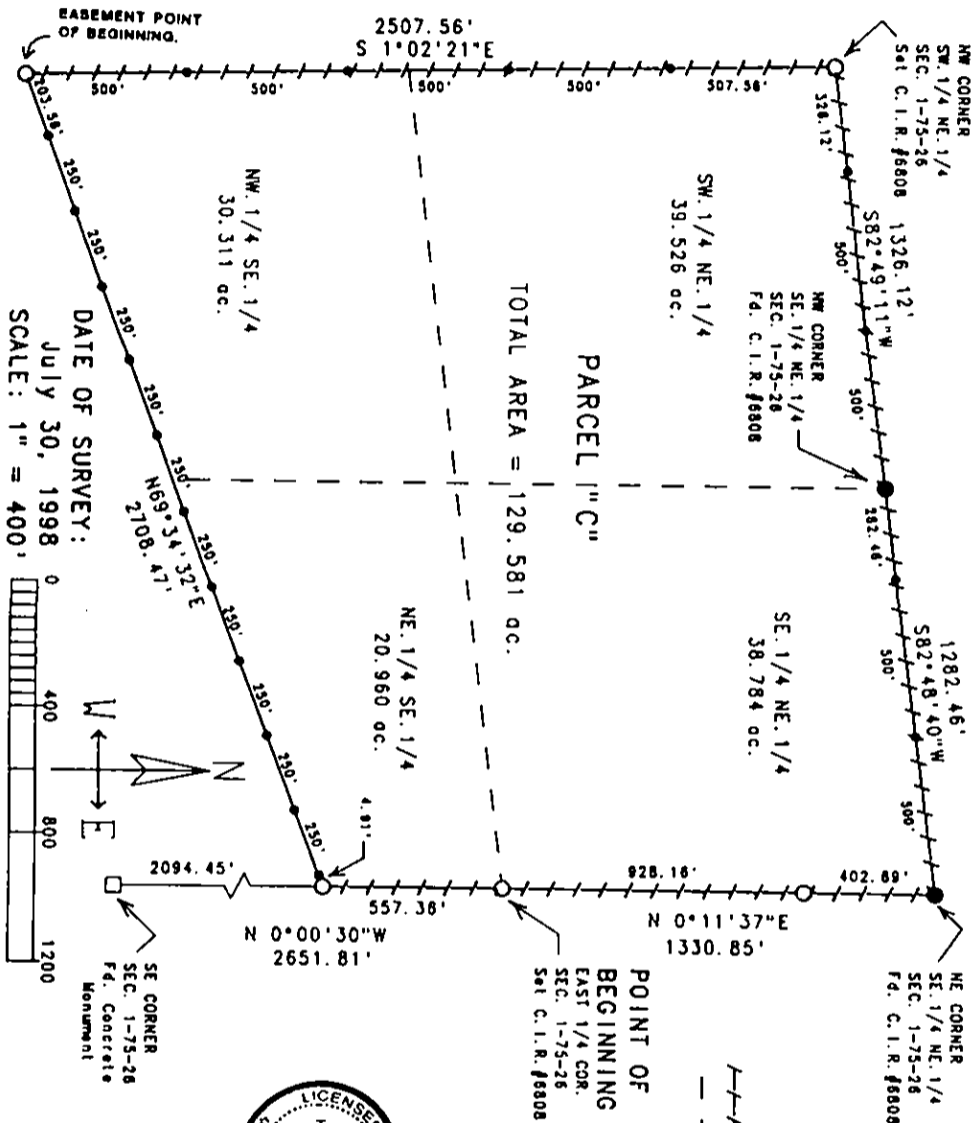
And, Parcel "D" (containing 21.419 acres) of the Southwest Quarter of the Northwest Quarter (SW<sup>1/4</sup> NW<sup>1/4</sup>) and the Northwest Quarter of the Southwest Quarter (NW<sup>1/4</sup> SW<sup>1/4</sup>) of Section 6, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa. Said Parcel "D" is more particularly described in a Plat of Survey prepared by J. M. Hochstetler, L.S., dated August 4, 1998, filed August 10, 1998, in Irregular Plat Book 11, at Page 6 of 75-25, Warren County Recorder's Office. Refer to a reduced copy of said Plat of Survey attached as Page 4 of Exhibit A.

**Total easement area contains 151 acres, more or less.**



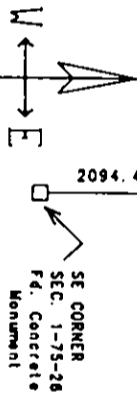
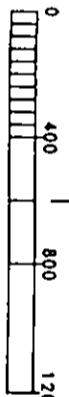
VANCE & HOCHSTETLER, P.C., CONSULTING ENGINEERS, WINTERSET, IOWA (515) 462-3995  
 CHARLES T. VANCE, 110 WEST GREEN ST., WINTERSET, IOWA 50273  
 JAMES M HOCHSTETLER, 110 WEST GREEN ST., WINTERSET, IOWA 50273

A PLAT OF SURVEY FOR A WETLANDS RESERVE PROGRAM EASEMENT (ON PROPERTY OWNED BY KATHRYN J. WEST, L.L.C.) FOR THE U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE, LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER & THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 26 WEST OF THE 5th P.M., MADISON COUNTY, IOWA.



TOTAL AREA = 129.581 ac.

DATE OF SURVEY:  
 July 30, 1998  
 SCALE: 1" = 400'



- LEGEND
- Fd. Conc. Monument
  - Fd. C.I.R. #6808
  - Set C.I.R. #6808
  - Set Marker Post
  - - - Existing Fenceline
  - - - Calc. 1/4-1/4 Section Line

NOTE: See attached sheet for legal description.



I hereby certify that the land described herein was prepared and reduced to writing by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*James M. Hochstetler*  
 J.M. HOCHSTETLER  
 LICENSED LAND SURVEYOR  
 STATE OF IOWA  
 License Number 600  
 My license renewed thru to December 31, 1999  
 Pages or sheets covered by this note: 2

EXHIBIT A - Page 3 of 4

## LEGAL DESCRIPTION:

Parcel "C", located in the South Half of the Northeast Quarter & the North Half of the Southeast Quarter of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:

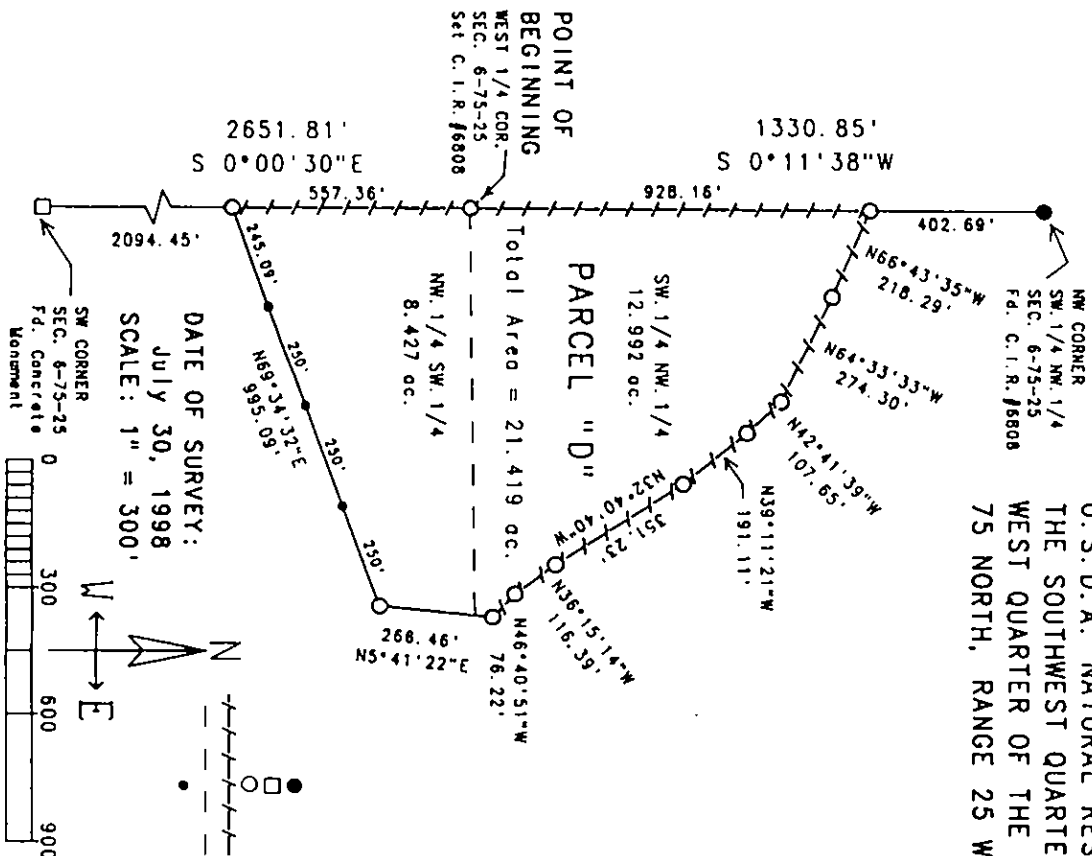
Beginning at the East Quarter corner of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa; thence North  $0^{\circ}11'37''$  East along an existing fenceline which is the East line of the Southeast Quarter of the Northeast Quarter of said Section 1, 1330.85 feet to the Northeast corner of the Southeast Quarter of the Northeast corner of said Section 1; thence South  $82^{\circ}48'40''$  West along an existing fenceline which is the North line of the Southeast Quarter of the Northeast Quarter of said Section 1, 1282.46 feet to the Northwest corner of the Southeast Quarter of the Northeast Quarter of said Section 1; thence South  $82^{\circ}49'11''$  West along an existing fenceline which is the North line of the Southwest Quarter of the Northeast Quarter of said Section 1, 1326.12 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 1; thence South  $1^{\circ}02'21''$  East along an existing fenceline which is the West line of the Southwest Quarter of the Northeast Quarter & the Northwest Quarter of the Southeast Quarter of said Section 1, 2507.56 feet; thence North  $69^{\circ}34'32''$  East, 2708.47 feet to a point on the East line of the Northeast Quarter of the Southeast Quarter of said Section 1; thence North  $0^{\circ}00'30''$  West along an existing fenceline which is the East line of the Northeast Quarter of the Southeast Quarter of said Section 1, 557.36 feet to the Point of Beginning. Said Parcel contains 129.581 acres.

## EASEMENT LEGAL DESCRIPTION:

A 40.00 foot wide Ingress/Egress Easement located in the Northeast Quarter of the Southwest Quarter of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, the Centerline of which is more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 1, Township 75 North, Range 26 West of the 5th P.M., Madison County, Iowa which is the Northwest corner of existing Parcel "C"; thence South  $1^{\circ}02'21''$  East along an existing fenceline which is the West line of the Southwest Quarter of the Northeast Quarter & the Northwest Quarter of the Southeast Quarter of said Section 1, 2507.56 feet to the Easement Point of Beginning; thence South  $1^{\circ}02'21''$  East, 12.99 feet to a point on the approximate centerline of an abandoned Railroad right-of-way (R.O.W.); thence South  $69^{\circ}30'39''$  West along said abandoned Railroad R.O.W., 976.63 feet to a point where the Northeast R.O.W. line of an existing unpaved County Road crosses the abandoned Railroad R.O.W., which is the termination point of this easement.

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

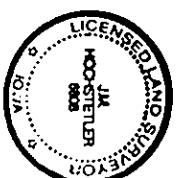
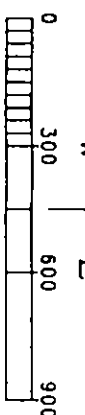


A PLAT OF SURVEY FOR A WETLANDS RESERVE PROGRAM EASEMENT (ON PROPERTY OWNED BY KATHRYN J. WEST, L.L.C.) FOR THE U.S.D.A. NATURAL RESOURCES CONSERVATION SERVICE, LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER & THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 75 NORTH, RANGE 25 WEST OF THE 5th P.M., WARREN COUNTY, IOWA.

**LEGAL DESCRIPTION:**  
 Parcel "D", located in the Southwest Quarter of the Northwest Quarter & the Northeast Quarter of the Southwest Quarter of Section 6, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa, more particularly described as follows:  
 Beginning at the West Quarter corner of Section 6, Township 75 North, Range 25 West of the 5th P.M., Warren County, Iowa; thence South 0°00'30" East along the West line of the Northwest Quarter of the Southwest Quarter of said Section 6, 557.36 feet; thence North 69°34'32" East, 995.09 feet; thence North 5°41'22" East, 266.46 feet to a point in an existing fence line; thence North 68°43'35" West along an existing fence line, 116.39 feet; thence North 32°40'40" West along an existing fence line, 351.23 feet; thence North 39°11'21" West along an existing fence line, 191.11 feet; thence North 42°41'39" West along an existing fence line, 107.85 feet; thence North 64°33'33" West along an existing fence line, 274.30 feet; thence North 68°43'35" West along an existing fence line, 218.29 feet to a point on the West line of the Southwest Quarter of the Northwest Quarter of said Section 6; thence South 0°11'38" West along an existing fence line which is the West line of the Southwest Quarter of the Northwest Quarter of said Section 6, 928.16 feet to the Point of Beginning. Said Parcel contains 21.419 acres.

**LEGEND**  
 ● Fd. C.I.R. #6808  
 □ Fd. Conc. Monument  
 ○ Set C.I.R. #6808  
 --- Existing Fence Line  
 - - - - - Calc. 1/4-1/4 Sec. line  
 ● Set Marker Post

DATE OF SURVEY:  
 July 30, 1998  
 SCALE: 1" = 300'



I hereby certify that this plat complies with the provisions of the Iowa Code and that the same is a true and correct copy of the original survey records as shown to me by the client. My license number is 6808. Date 8/14/98. My Survey returned on 8/14/98. 1998. Rights or claims reserved by the state.