

Position 5

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting through the Administrator of the Farmers Home Administration, United States Department of Agriculture, CONVEYS and QUITCLAIMS to Richard C. Loest and Francine R. Loest, husband and wife, joint tenancy with full rights of survivorship and not as tenants in common

for the sum of \$1 (One Dollar and other valuable consideration).

all interest in the following described real estate situated in the County of Madison, State of Iowa,

to wit: See Attachment A

Subject to: U.S. Fish and Wildlife Service Conservation Easement Exhibit 1 and Exhibit A

This instrument in which the United States is grantor is excepted from the Iowa Transfer tax by I.C.A. 428A.2

ENTERED FOR TAXATION
THIS 31 DAY OF Oct 1994
AUDITORS FEE \$ 5.00
Jean Welch
AUDITOR
Debbie Corkran
DEPUTY AUDITOR

United States of America

By Ellen King Huntoon

Ellen King Huntoon, State Director
Farmers Home Administration
873 Federal Building
210 Walnut Street
Des Moines, IA 50309

FmHA 1955-49 (Rev. 10-28-81)

1198

FILED NO. _____

BOOK 133 PAGE 532

94 OCT 31 PM 2:55

MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

COMPUTER
RECORDED
COMPARED

REC \$ 35.00
AUD \$ 5.00
R.M.F. \$ 1.00

This deed is executed and delivered pursuant to the provisions of

authority set forth in 7 CFR 1900, Subpart A.

No member of Congress shall be admitted to any share or part of this deed or to any benefit that may arise therefrom.

Dated: June 20, 1994

UNITED STATES OF AMERICA (Grantor)

By

Ellen King Huntoon

Ellen King Huntoon, State Director
Farmers Home Administration
United States Department of
Agriculture

In the presence of:

A C K N O W L E D G M E N T

STATE OF IOWA)
) §§
COUNTY OF POLK)

On this 20th day of June, 1994, before me, a Notary Public in and for the State of Iowa, personally appeared Ellen King Huntoon to me personally known, who being by me duly sworn, did say that she is the State Director of the Farmers Home Administration for the State of Iowa, United States Department of Agriculture, and acknowledged that she executed the foregoing instrument as the voluntary act and deed of the United States of America, pursuant to authority duly conferred upon her.

Margaret J. Scieszynski

Notary Public



(SEAL)
My Commission Expires Dec. 11, 1994

Attachment A

The Northwest Quarter (1/4) of Section Fifteen (15), except the East 28 rods of the South 27 rods thereof, and except that part of the Southeast Quarter (1/4) of said Northwest Quarter (1/4) which lies East of the public road and South of Clanton Creek, and also except that part thereof deeded to Madison County, Iowa; also the following described tract of land: Commencing at the Northwest corner of the Northwest Quarter (1/4) of the Northeast Quarter (1/4) of said Section Fifteen (15), and running thence East to Clanton Creek, thence in a southwesterly direction following the meanderings of said Creek to where it crosses the West line of said Northwest Quarter (1/4) of the Northeast Quarter (1/4), thence North to the place of beginning all in Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa.

CONSERVATION EASEMENT RESERVATIONS IN THE UNITED STATES

By this instrument there is reserved in the UNITED STATES OF AMERICA, its successors and assigns, a perpetual conservation easement on the property conveyed by this deed.

This easement is under the authority and in furtherance of the provisions of federal law, including sections 331 and 335 of the Consolidated Farm and Rural Development Act (7 U.S.C. 1981 and 1985) as amended. The restrictions and covenants contained in this easement constitute a perpetual servitude on and run with the property. The Grantee and all successors and assigns ("landowner") under this deed covenant with the United States to do or refrain from doing, severally and collectively, the various acts mentioned later in this easement. The United States is reserved the rights enumerated in this easement for itself and its successors, agents and assigns.

I. DESCRIPTION OF THE EASEMENT AREA.

The area subject to this Conservation Easement, referred to herein as the "easement area" is described as follows:

T. 74 N., R. 27 W., 5TH P.M.

Section 15, those parts shown in attached maps, Exhibit A.

Without limiting the general and specific rights of access in paragraph III-A, for access to the easement area, a right of way for an [existing] [road, trail, etc.] over the property conveyed by this deed as follows:

The easement is adjacent to the county gravel which runs along the property, as indicated on the attached map, Exhibit A..

II. COVENANTS BY THE LANDOWNER.

A. No dwellings, barns, outbuildings or other structures shall be built within the easement area.

B. The vegetation or hydrology of the described easement area will not be altered in any way or by any means or activity on the property conveyed by this deed, or property owned by or under the control of the landowner, including: (1) cutting or mowing; (2) cultivation; [(3) grazing;] (4) harvesting wood products; (5) burning; (6) placing of refuse, wastes, sewage, or other debris; (7) draining, dredging, channeling, filling, discing, pumping, diking, impounding and related activities; or (8) diverting or affecting the natural flow of surface or underground waters into, within, or out of the easement area.

C. Notwithstanding the provisions of paragraph II-B above, the landowner shall be responsible for compliance with all federal, state and local laws for the control of noxious or other undesirable plants on the easement area. The responsibility for such plant control may be assumed in writing by the easement manager where the control or manipulation of such plants is deemed by the easement manager to affect easement management programs or policies.

D. Cattle or other livestock shall not be permitted on the easement area, except that the easement manager shall permit access to and use of waters within the area necessary for stock watering under such terms and conditions as the easement manager deems necessary to protect and further the purposes of this easement, provided:

- (1) the easement manager bears the cost of building and maintaining fencing or other facilities necessary to preclude stock from entering the easement area;
- (2) the easement manager shall consult with the landowner to determine the need for and the scope of fencing; and
- (3) access for stock watering need not be permitted where other waters are reasonably available from other sources outside the easement area.

III. RIGHTS RESERVED IN THE UNITED STATES.

The United States, on behalf of itself, its successors or assigns, reserves and retains the right, at its sole discretion, to manage the easement area including the following authorities:

A. The right of reasonable ingress and egress on and across the property conveyed by this deed as of the date of this instrument, whether or not adjacent or appurtenant to the easement area, for access to the easement area in order to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize vehicles and other reasonable modes of transportation for access purposes overland or on any right of way described in paragraph I. In the event that the use of the described access right of way over the property conveyed by this deed is not practical for any reason, the easement manager may utilize any convenient route of access to the easement area over said property. With the concurrence of the easement manager, the landowner may provide a designated route for such access to and from the easement area so that damage to farm operations can be reasonably avoided.

B. The right to install, operate, and maintain structures for the purpose of re-establishing, protecting, and enhancing wetlands functional values including the taking of construction

materials to and from said sites.

C. The right to establish or re-establish vegetation through seedings, plantings, or natural succession.

D. The right to manipulate vegetation, topography and hydrology on the easement area through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices. The easement manager shall consult with the landowner prior to any such manipulatory action occurring in order to determine the most appropriate method to avoid possible damage to the property(s) adjoining the easement area.

E. The right to conduct predator management activities.

F. The right to construct and maintain fences in order to prevent or regulate grazing or other types of encroachment on the easement area.

IV. EASEMENT MANAGEMENT AND ADMINISTRATION.

A. All right, title and interests for the United States in this easement are assigned to the Secretary of the Interior for administration by the United States Fish and Wildlife Service as part of the National Wildlife Refuge System pursuant to the National Wildlife Refuge System Administration Act, 16 U.S.C. 668dd et seq. The U.S. Fish and Wildlife Service may enforce all the terms and conditions of this easement, along with exercising all rights and powers reserved in this easement through such general or specific regulations or orders as have been or may be, from time to time, promulgated under the authority of the Secretary of the Interior. Notwithstanding the above rights in paragraph III retained by the United States, the U.S. Fish and Wildlife Service may permit the landowner to pursue such activities on said sites as would be consistent with the preservation and enhancement of wetlands functional values.

B. As used in this easement, the term "easement manager" shall refer to the authorized official of the U.S. Fish and Wildlife Service.

V. GENERAL PROVISIONS.

A. The agreed upon purposes of this reservation are the protection and restoration of the wetland areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. A "wetland" is defined and determined by the Soil Conservation Service of the U.S. Department of Agriculture in accordance with Title XII of the Food Security Act of 1985 (16 U.S.C. 3801 et seq.). Any ambiguities in this easement shall be construed in a manner which best effectuates wetland protection and restoration and fish and

wildlife purposes.

B. Any subsequent amendment to or repeal of any federal law or regulations which authorizes this reservation shall not affect the rights reserved by the United States or subsequently held by its successors or assigns.

C. For purposes of this easement, wetland management rights reserved by the United States include, but are not limited to, inspection for compliance with the terms of this easement; research regarding water, wetlands, fish and wildlife and associated ecology; and any other activity consistent with the preservation and enhancement of wetland functional values.

D. The United States, its successors and assigns, including the easement manager, shall have the right to make surveys, take photographs and prepare such other documentation as may be necessary or desirable to administer the provisions of this easement. Any such map, plat or other suitable document may be recorded in the land records of the respective county in which the property is located.

E. The easement reservation does not authorize public entry upon or use of land.

F. The landowner and invitees may hunt and fish on the easement area in accordance with all federal, state, and local game and fishery regulations.

G. This easement shall be binding on the landowner, and the landowner's heirs, successors, or assigns. The landowner covenants to warrant and defend onto the United States, its successors or assigns, the quiet and peaceable use and enjoyment of the land and interests in the land constituting this reservation against all claims and demands.

H. The easement manager shall be the agent of the United States or its successors or assigns. The easement manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the easement manager under this easement, the easement manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.