

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 Michael A. Kramer, and Diana L. Kramer, as joint tenants with rights of survivorship and not as tenants in common.

for the sum of \$1.00 (one dollar and other valuable consideration.)

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

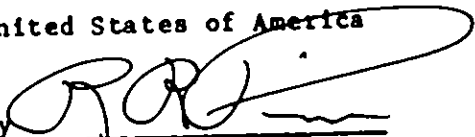
to wit: See Attachment B

Subject to: See Attachment A

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

United States of America

By



R.R. Pim, State Director  
Farmers Home Administration  
873 Federal Building  
210 Walnut  
Des Moines, IA. 50309

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

ENTERED FOR TAXATION  
THIS 21 DAY OF March 1991  
AUDITORS FEE \$ 10.00  
Jean Welch  
AUDITOR  
Becky McDonald  
DEPUTY AUDITOR

IND.   
REC.   
PAGE

COMPARED

See \$ 45.00  
Transfer \$ 10.00

FILED NO. 1890  
BOOK 128 PAGE 552  
91 MAR-21 PH 2:55  
MICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

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 February 20, 1991

UNITED STATES OF AMERICA (Grantor)  
By R.R. Pim  
R.R. Pim  
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 )  
                  ) SS  
COUNTY OF POLK )

On this 20th day of February, 19 91, before me, a Notary Public in and for the State of Iowa, personally appeared R.R. Pim, to me personally known, who being by me duly sworn, did say that he is the State Director of the Farmers Home Administration for the State of Iowa, United States Department of Agriculture, and acknowledged that he executed the foregoing instrument as the voluntary act and deed of the United States of America, pursuant to authority duly conferred upon him.

Margaret J. Scieszinski

Notary Public



(SEAL)  
My Commission Expires Dec. 11, 1991

## Attachment A

Deed Restriction

As long as this property is to be used for farming purposes as defined in Iowa Code §172 C.1 (6) (1985); the purchaser ("Grantee" herein) of the above described real property (the "subject property" herein) covenants and agrees with the United States acting by and through Farmers Home Administration (the "Grantor" herein) that the subject property must be farmed and or operated in accordance with an approved conservation plan that meets the requirements of the United States Department of Agriculture Soil Conservation Services "Field Office Technical Guide" as amended for the local conservation district as provided for in accordance with the Food Security Act of 1985. This covenant shall be binding on Grantee and Grantee's heirs, assigns and successors and will be construed as both a covenant running with the subject property and as an equitable servitude. This covenant will be enforceable by the United States in a court of competent jurisdiction.

ATTACHMENT B

Parcel No. 1: All that part of the North half ( $N\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Seventeen (17) lying East of the Center line of the channel of Grand River, all in Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa; and the West Sixty (60) Acres of the South half ( $S\frac{1}{2}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) All in Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa. Parcel No. 2: The Northeast Quarter ( $NE\frac{1}{4}$ ) of the Southwest Quarter ( $SW\frac{1}{4}$ ) in Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., in Madison County, Iowa. Parcel No. 3: The North half ( $N\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) in Section Sixteen (16), Township Seventy-four (74) North, Range Twenty-nine (29) West of the 5th P.M., Madison County, Iowa.

## EXHIBIT 1

## 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, 1985), Executive Order 11990 providing for the protection of wetlands, and Executive Order 11988 providing for the management of floodplains. 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 covenants 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.

A Conservation Easement on that part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 74 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 17, T74N, R29W of the 5th P.M., Madison County, Iowa; thence along the south line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 17, North 89°59'01" West, 521.11 feet to the point of beginning. Thence North 02°03'57" East, 438.49 feet; thence North 21°19'35" East, 290.75 feet; thence North 14°21'02" East, 620.46 feet to the north line of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence along said north line, North 89°59'01" West, 100.00 feet to the centerline of the channel of Grand River; thence along said centerline, South 35°48'07" West, 274.40 feet; thence South 03°58'07" West 379.49 feet; thence South 18°54'07" West, 286.28 feet; thence South 00°32'54" East, 438.19 feet to the south line of said SE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence along said south line, South 89°59'01" East, 100.00 feet to the point of beginning. Said easement area contains 4.131 Acres.

And

Access across the NE $\frac{1}{4}$  and SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 16.

## 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 or under the control of the landowner,

including (1) cutting or mowing; (2) cultivation; (3) grazing; (4) 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, and 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 and at the option of the easement manager where the control or manipulation of such plants is deemed by the manager to affect easement management programs or policies.<sup>2</sup>
- D. Cattle or other stock 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 costs of building and maintaining fencing or other facilities reasonably necessary to preclude stock from entering the easement area; and
  - (2) 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 ingress and egress to conduct wetlands management, monitoring, and easement enforcement activities. The easement manager may utilize any reasonably convenient route of access to the easement area and access across the NE $\frac{1}{4}$  and SW $\frac{1}{4}$ , SW $\frac{1}{4}$  of Section 16. However, the landowner may provide a designated route to and from the easement area so that damage to farm operations can be reasonably avoided.

<sup>1</sup>If cattle are to be excluded, the burden of fence construction and maintenance is the responsibility of the easement manager. If the fencing is not constructed, the landowner cannot be required to keep his stock out of the easement area.

<sup>2</sup>The landowner, as stated in the conservation easement language, is responsible for weed control within the easement area. The method of control will be chosen in consultation with the easement manager and can include mowing, cutting or spraying. The landowner will not be prohibited from controlling weeds, as required by law, by appropriate methods. If it is deemed desirable by the easement manager, the responsibility for weed control can be assumed by the manager.

- B. The right to install, operate, and maintain structures for the purpose of reestablishing, protecting, and enhancing wetlands functional values including the taking of construction materials to and from said sites.
- C. The right to establish or reestablish vegetation through seedings, plantings, or natural succession.
- D. The right to manipulate vegetation, topography and hydrology on the easement areas through diking, pumping, water management, excavating, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices.
- E. The right to conduct predator management activities.
- F. The right to construct and maintain fences in order to prevent grazing or other types of encroachment on the easement area.
- G. Notwithstanding permissive provisions of State or Federal law, the right to prohibit or regulate hunting or fishing or other taking of migratory birds, fish and wildlife. This right to prohibit any of these activities shall be effected by (1) the easement manager posting the area, or (2) otherwise giving notice of the prohibitions to the landowner.
- H. The right to exclude landowner and or public entry, if such entry is deemed to pose a threat to fish and wildlife or their habitat.

#### IV. Easement Management and Administration.

- A. All right, title and interests of 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 paragraphs III. A through H 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 floodplain and wetland 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 preservation and maintenance of wetland and floodplain areas existing as of the date of this conveyance as well as protection and enhancement of plant and animal habitat and populations. Such purposes shall constitute the dominant estate within the easement area. A. "wetland" is defined by reference to section 7(c) of Executive Order 11990 and a "floodplain" is defined by reference to section 6(c) of Executive Order 11988. Any

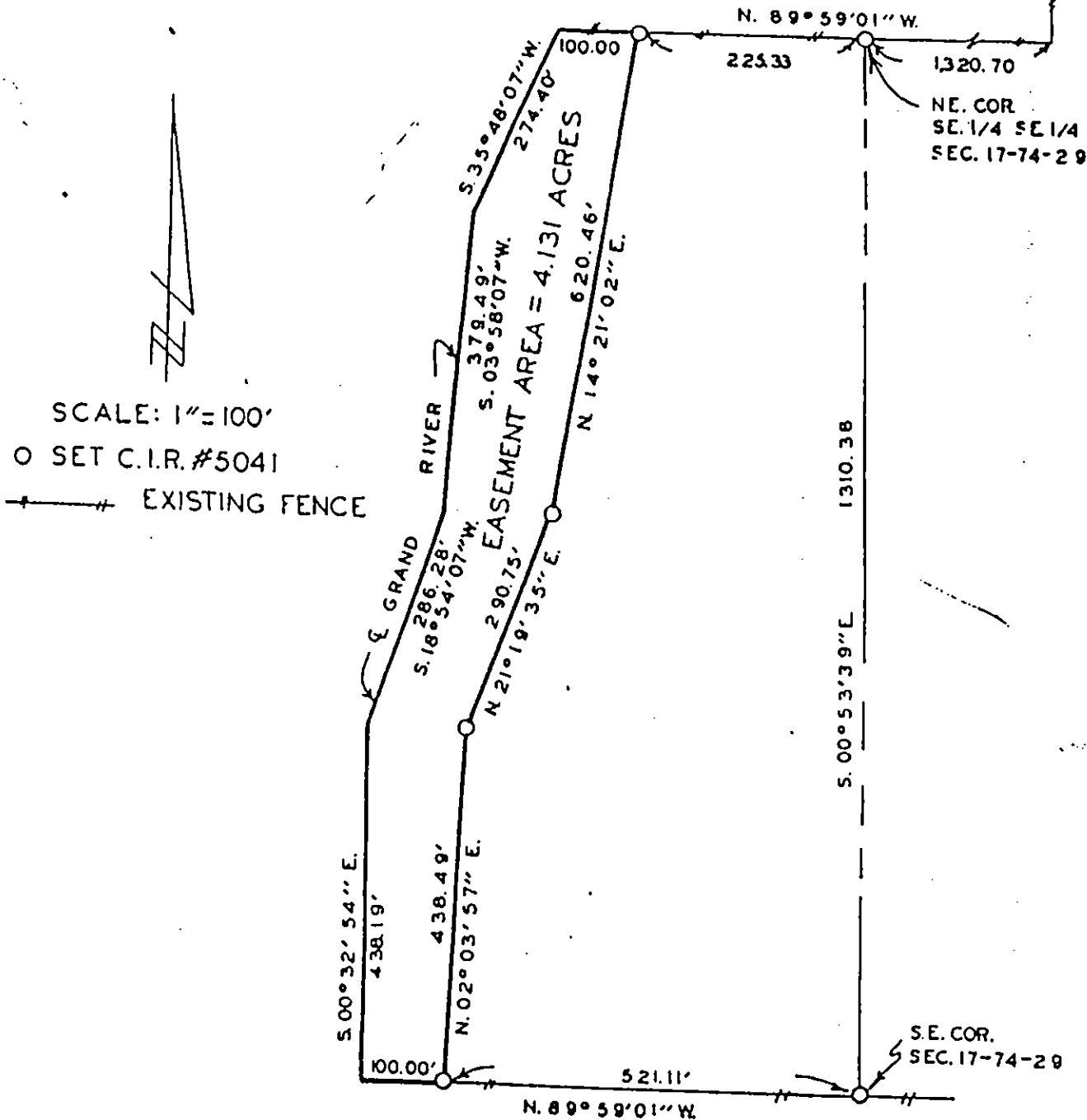
ambiguities in this easement shall be construed in a manner which best effectuates wetland preservation and fish and wildlife purposes

- B. Any subsequent amendment to or repeal of any federal law or order 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. Unless the easement manager prohibits public entry, the landowner may permit it at the landowner's discretion.
- F. Subject to paragraph III-G in this easement, 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 unto 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 and assigns. The manager shall have all discretionary powers of the United States under this easement. In the performance of any rights of the United States under this easement, the manager may permit, contract or otherwise provide for action by employees, agents, or assigns which may include the landowner.



EXHIBIT A

PLAT OF SURVEY FOR FARMERS HOME ADMINISTRATION  
IN THE SE. 1/4 OF THE SE. 1/4 OF SECTION 17, T74N, R29W  
OF THE 5TH P.M., MADISON COUNTY, IOWA.



SCALE: 1"=100'  
 O SET C.I.R. #5041  
 ———— EXISTING FENCE

DESCRIPTION:

A conservation Easement on that part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 74 North, Range 29 West of the 5th Principal Meridian, Madison County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 17, T74N, R29W of the 5th P.M., Madison County, Iowa; thence along the south line of the SE. 1/4 of the SE. 1/4 of said Section 17, North 89° 59' 01" West, 521.11 feet to the point of beginning. Thence North 02° 03' 57" East, 438.49 feet; thence North 21° 19' 35" East, 290.75 feet; thence North 14° 21' 02" East, 620.46 feet to the north line of said SE. 1/4 of the SE. 1/4; thence along said north line, North 89° 59' 01" West, 100.00 feet to the centerline of the channel of Grand River; thence along said centerline, South 35° 48' 07" West, 274.40 feet; thence South 03° 58' 07" West 379.49 feet; thence South 18° 54' 07" West, 286.28 feet; thence South 00° 32' 54" East, 438.19 feet to the south line of said SE. 1/4 of the SE. 1/4; thence along said south line, South 89° 59' 01" East, 100.00 feet to the point of beginning. Said easement area contains 4.131 Acres.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA

SIGNED *Charles T. Vance* DATE *16 Aug 1940*  
 Charles T. Vance, P.E. & L.S. Iowa Reg. No. 5041

VANCE & HOCHSTETLER, P.C.  
 CONSULTING ENGINEERS  
 71 JEFFERSON  
 WINTERSET, IOWA 50273