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Recorder

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

BY Sharon Christner (515) 284-4399  
DEPUTY

U.S. DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE

**FILE COPY**

NRCS-LTP-20  
5-95  
OMB No. 0578-0013

## WARRANTY EASEMENT DEED

### EMERGENCY WETLANDS RESERVE PROGRAM AGREEMENT NO. 65-6114-6-569

THIS WARRANTY EASEMENT DEED is made by and between

Larry Dean Robertson, a single person, of 3015 Highway 1, Washington, Iowa 52353

(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D. C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture.

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 NRCS 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 Emergency Wetlands Reserve Program.

NOW THEREFORE, for and in consideration of the sum of  
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.

BOOK 237, PAGE 55

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SUBJECT, however, to all valid rights of record, if any.

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.

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;

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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 NRCS 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 NRCS 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 NRCS 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 NRCS 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.

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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 NRCS 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 Secretary of Agriculture 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 Emergency 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.

John K. Skerritt, Soil Conservationist  
 Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, Iowa 50125-1700 (515) 284-4399

PART VII. Special Provisions (if any).

NONE

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. 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.

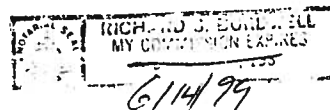
Dated this 20<sup>th</sup> day of December, 1996.

Landowner: x Larry Dean Robertson (Seal)  
 ) Larry Dean Robertson  
 )

STATE OF IOWA, COUNTY OF WASHINGTON, ss:

On this 20<sup>th</sup> day of December, 1996, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Larry Dean Robertson, a single person, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Richard S. Bondwell  
 NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



Notarial Acknowledgement in accordance with Iowa Code is required.

John K. Skerritt, Soil Conservationist  
Natural Resources Conservation Service, 515 North Jefferson St., Suite G, Indianola, Iowa 50125-1700 (515) 284-4399

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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 (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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**EXHIBIT A - Page 1 of 3.**

**Easement Area  
Description**

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 1, and the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 2. Lot 3 (20 acres) in Auditor's Sub-Division of the Northwest Quarter (NW1/4) of Section 12.

The North 15 acres of the West Half of the Northwest Quarter of the Northeast Quarter (W1/2 NW1/4 NE1/4); The Northwest Quarter of the Northeast Quarter of the Northeast Quarter (NW1/4 NE1/4 NE1/4); that part of the Northeast Quarter of the Northeast Quarter of the Northeast (NE1/4 NE1/4 NE1/4) North of the Skunk River; and that part of the Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE1/4 NW1/4 NE1/4) North of the Skunk River, all in Section 11.

All of the above described real estate being in Township 74 North, Range 9 West of the 5th P.M., Washington County, Iowa.

Excluded from the above-described property are Tracts 1 and 2, more particularly described on the attached Plat of Survey and Legal Description (Pages 2 and 3 of Exhibit A.).

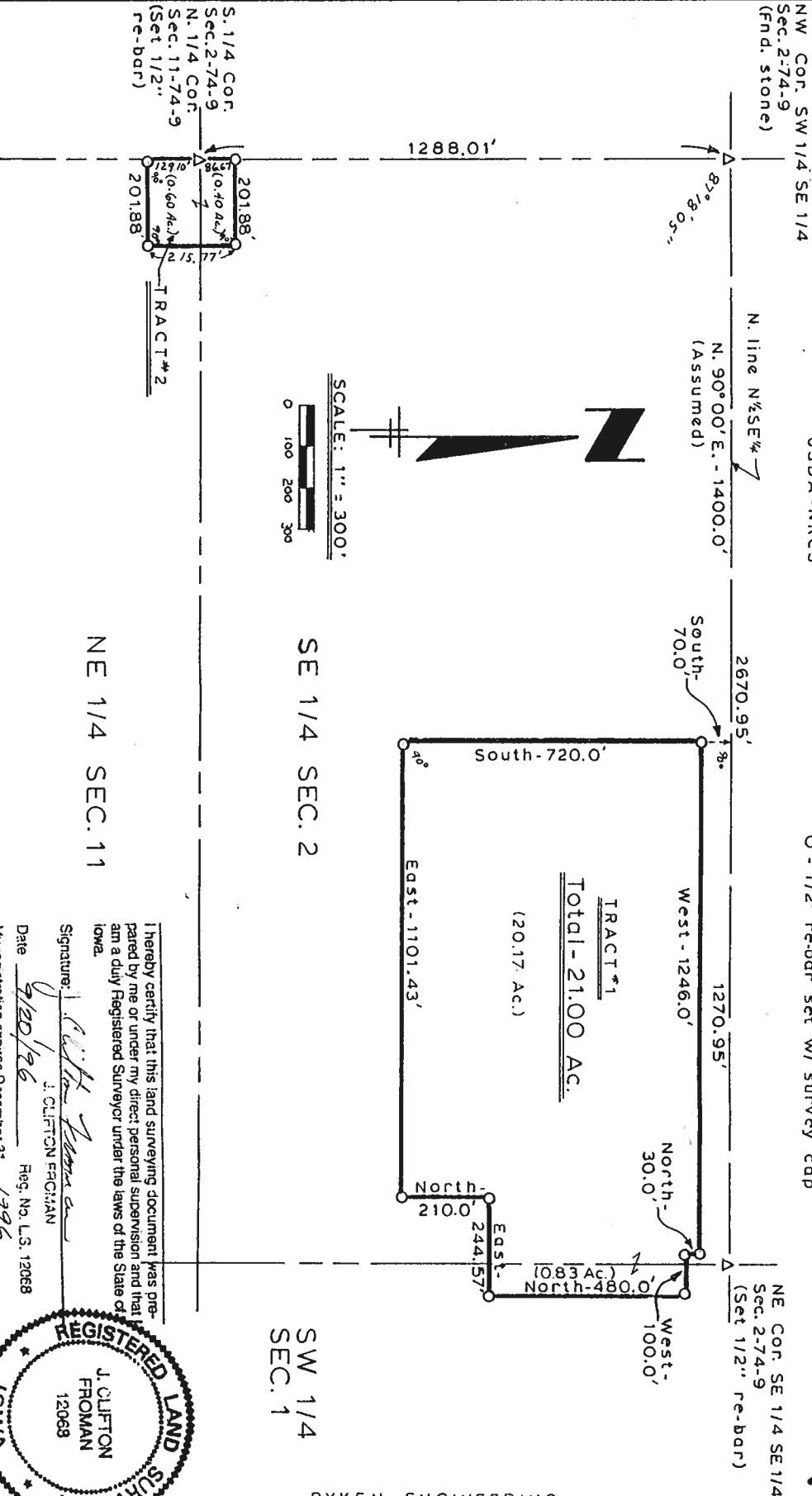
**Total Easement Area Remaining Contains 157.9 Acres, more or less.**

J. Clifton Froman, 711 Park Avenue, Ackley, IA 50601 Ph 515-847-3273

PLAT OF SURVEY OF PARCEL LOCATED IN THE SE 1/4 SECTION 2-74-9, SW 1/4 SECTION 1-74-9, AND NE 1/4 SECTION 11-74-9, WASHINGTON CO., IOWA.

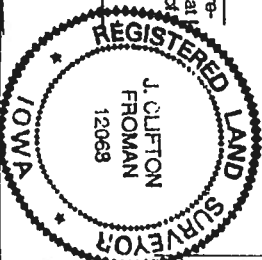
SURVEY FOR:  
Larry Robertson  
USDA - NRCS

LEGEND:  
Δ - Section Corner  
O - 1/2" re-bar set w/ survey cap



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Registered Surveyor under the laws of the State of Iowa.

Signature: *J. Clifton Froman*  
J. CLIFTON FROMAN  
Date: 9/20/96 Reg. No. L.S. 12068  
My registration expires December 31, 1996





LEGAL DESCRIPTION OF TRACTS EXCLUDED FROM WETLAND EASEMENT:TRACT #1

That part of the SE $\frac{1}{4}$  SE $\frac{1}{4}$  Section Two (2) and the SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section One (1), all in Township Seventy-four (74) North, Range Nine (9) West of the 5th P.M., Washington County, Iowa, being more particularly described as follows:

Commencing at the Northwest Corner of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 2; thence N.90°00'E., 1400.0 feet, along the north line of the N $\frac{1}{2}$  SE $\frac{1}{4}$  of said Section 2; thence South 70.0 feet, to the point of beginning; thence South 720.0 feet; thence East 1101.43 feet; thence North 210.0 feet; thence East 244.57 feet; thence North 480.0 feet; thence West 100.0 feet; thence North 30.0 feet; thence West 1246.0 feet, to the point of beginning.

TRACT #2

The South 86.67 feet of the West 201.88 feet of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  Section Two (2), Township Seventy-four (74) North, Range Nine (9) West of the 5th P.M., together with the North 129.10 feet of the West 201.88 feet of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section Eleven (11), Township Seventy-four (74) North, Range Nine (9) West of the 5th P.M., Washington County, Iowa.

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**EXHIBIT B - Page 1 of 1.**

**Right of Access  
Description**

Assignment of easement for right of access for ingress and egress purposes as specified on the Warranty Deed, filed June 3, 1948, in LD Book 65, Page 518, Washington County, Iowa Recorder's Office. This interest was conveyed to Grantor in Warranty Deed, filed January 21, 1974, in LD Book 80, Page 348, Washington County, Iowa Recorder's Office.

Iowa - NRCS Easements  
Approximate Boundaries  
Refer to Easement Exhibit A - Page 1 of 3  
Not to Scale

