

DOC. NO. 10-3873  
BOOK 2010 PAGE 3873 misc  
FILED FOR RECORD #16

2010 NOV -1 AM 11:15

4 CONNIE PENCE, RECORDER  
WASHINGTON CO., IA. SS.  
FEE \$ 84.00 Pd

Prepared by: James W. Ries, Easement Specialist, Phone (515) 284-4222  
Natural Resources Conservation Service, 210 Walnut Street, Room 693, Des Moines, IA 50309

Return to: Joseph L. McConnell, 211 West Washington Street, P.O. Box 867, Washington, IA 52353

Legal description on Exhibit A.

Address for tax statement: No change of ownership – easement only. Current landowners will still be responsible for property taxes.

**EXEMPT FROM TRANSFER TAX -- EASEMENT-- IOWA CODE SECTION 428A.2 (17)**

U.S. Department of Agriculture  
Natural Resources Conservation Service  
12/2009

NRCS-LTP-30  
01/2010

**WARRANTY EASEMENT DEED  
IN PERPETUITY**

**WETLANDS RESERVE PROGRAM  
EASEMENT NO. 66-6114-9-9362**

**THIS WARRANTY EASEMENT DEED** is made by and between **Lathol Guy, a single person; and Lathol Guy, Trustee of the Joyce Guy Trust**, of 3070 Ginkgo Avenue, Brighton, IA 52540, (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." The acquiring agency of the United States is the **Natural Resources Conservation Service (NRCS)**, United States 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 and their 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. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

**NOW THEREFORE**, for and in consideration of the sum of [REDACTED], the Grantor(s), hereby grants and conveys with general warranty of title to UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, 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 the duration of the easement; 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.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on two Plats of Survey by David M. West, L.S., recorded on February 23, 2010, in Book 23, Page 318, and January 28, 2010, in Book 23, Page 299, in the office of the Washington County Recorder. A reduced copy of said Plats of Survey are attached hereto as EXHIBIT A and incorporated herein by this.

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, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, 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 the Landowner to enjoy the rights reserved on the easement area without interference from others.

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- C. Control of Access. The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. Recreational Uses. The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- 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 which is appended to and made a part of this easement deed, if applicable. NONE
- F. Water uses and water rights. The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable. NONE

**PART III. Obligations of the Landowner.** The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. Prohibitions. Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited 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, except as specifically set forth in EXHIBIT D, if applicable;
  6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
  7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
  8. planting or harvesting any crop;

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9. grazing or allowing livestock on the easement area;
  10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
  11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
  12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
  13. any activities to be carried out on the *Landowner's* land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.
- 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. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.
- D. Use of water for easement purposes. The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.
- E. Protection of water uses and water rights. As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.
- F. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- G. 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.

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- H. **Survival.** Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

**PART IV. 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 sole 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, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed 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 has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and 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. To the extent practical, the United States shall utilize the access identified in Part I.
- 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. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.

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D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, 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 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.
- C. Environmental Warranty. "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances,

toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

- D. General Indemnification. Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, loses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

**TO HAVE AND TO HOLD**, this Warranty Easement Deed is granted to the United States of America and its 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 27<sup>th</sup> day of October, 2010.

Landowner(s):

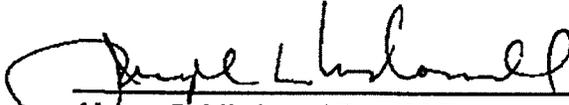
) Lathol Guy  
) Lathol Guy, individually and as Trustee of the Joyce Guy Trust  
)

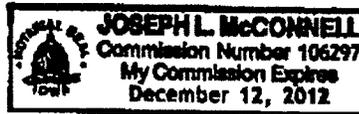
**Notarial acknowledgement in accordance with Iowa Code is required. See next page.**

**ACKNOWLEDGMENT**

State of Iowa )  
County of Washington )ss.

This instrument was acknowledged before me on October 27<sup>th</sup>, 2010, by  
Lathol Guy, individually and as Trustee of the Joyce Guy Trust.

  
Notary Public in and for said State

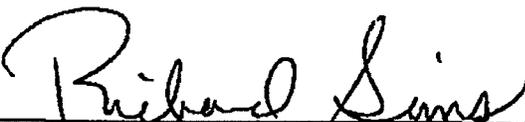


See next page for NRCS Acceptance.

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**ACCEPTANCE BY GRANTEE:**

I, Richard Sims, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States.

)   
) Richard Sims  
) State Conservationist

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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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**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (1202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.



**Exhibit A - Page 2 of 7**

PREPARED BY: WJ ENGINEERING, DAVID M. WEST, 2570 HOLIDAY ROAD STE 10, CORALVILLE, IA 52241, 319-338-4939

**PLAT OF SURVEY  
WETLANDS RESERVE PROGRAM EASEMENT  
AUDITOR'S PARCEL "G"**

**PART OF SECTIONS 17 & 18-T74N-R8W OF THE 5th P.M., WASHINGTON COUNTY, IOWA**

**LEGAL DESCRIPTION - AUDITOR'S PARCEL "G" - WETLANDS RESERVE PROGRAM EASEMENT**

THAT PART OF SECTIONS 17 AND 18, TOWNSHIP 74 NORTH, RANGE 8 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SAID SECTION 18; THENCE N 01°07'54" W ALONG THE EAST LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 18, 488.30 FEET TO THE SOUTHERLY AND WESTERLY RIGHT-OF-WAY (ROW) LINE OF GINKGO AVENUE; THENCE SOUTHEASTERLY ALONG SAID ROW LINE, 337.87 FEET ON AN ARC OF A 765.00-FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, SAID ARC HAVING A CHORD DISTANCE OF 334.94 FEET THAT BEARS S 30°40'01" E; THENCE N 80°00'00" W, 121.07 FEET; THENCE S 01°41'02" E, 1225.00 FEET; THENCE S 88°18'58" W, 100.00 FEET; THENCE S 01°41'02" E, 225.00 FEET; THENCE N 88°18'58" E, 100.00 FEET; THENCE S 01°41'02" E, 346.40 FEET; THENCE S 03°08'17" W, 236.43 FEET TO THE NORTHERLY LINE OF AUDITOR'S PARCEL "F" AS SHOWN ON THE PLAT RECORDED THEREOF IN PLAT BOOK 23 AT PAGE 299; THENCE N 21°00'00" W ALONG SAID NORTHERLY LINE, 250.00 FEET; THENCE N 30°30'00" W ALONG SAID NORTHERLY LINE, 150.00 FEET; THENCE N 63°30'00" W ALONG SAID NORTHERLY LINE, 250.00 FEET; THENCE N 72°30'00" W ALONG SAID NORTHERLY LINE, 163.00 FEET; THENCE N 82°24'06" W ALONG SAID NORTHERLY LINE, 167.00 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NE 1/4 SE 1/4 OF SAID SECTION 18; THENCE N 01°19'52" W ALONG SAID WEST LINE, 598.65 FEET TO A FOUND 1/2" REBAR WITH YELLOW CAP 10568 AS SHOWN ON THE PLAT OF SURVEY OF AUDITOR'S PARCEL "A" ON FILE AT THE WASHINGTON COUNTY ENGINEER'S OFFICE; THENCE N 88°55'10" E ALONG THE NORTH LINE OF SOUTH 1/2 OF SAID NE 1/4 SE 1/4, 662.73 FEET TO A FOUND 1/2" REBAR WITH YELLOW CAP 10568 AND THE EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 18; THENCE N 01°32'20" W ALONG SAID EAST LINE OF THE NE 1/4 SE 1/4, 677.55 FEET TO THE POINT OF BEGINNING, CONTAINING 13.03 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.

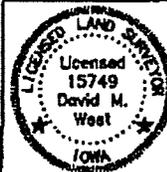
**LEGEND**

- ▲ SECTION CORNER AS NOTED
- FOUND 5/8" REBAR  
W/ORANGE PLASTIC CAP # 15749  
OTHERS AS NOTED
- SET 30"x5/8" REBAR  
W/ORANGE PLASTIC CAP # 15749
- (0.0) RECORD DIMENSION
- PLATTED LINE/RIGHT-OF-WAY LINE
- SECTION LINE
- FENCE LINE

**NOTES:**

1. LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
2. THE BASIS OF BEARINGS IS IOWA STATE PLANE SOUTH ZONE, NAD 83.
3. ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET.

DATE OF SURVEY 2/18/10



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.  
*David M. West* 2/19/10  
DAVID M. WEST, L.S.  
License number 15749  
My license renewal date is December 31, 2010  
Pages or sheets covered by this seal: 2

OWNER:  
LATHOL GUY AND JOYCE GUY TRUST

SURVEY REQUESTED BY:  
NATURAL RESOURCES CONSERVATION SERVICE  
CONTRACT #66-6114-9-9362

PAGE  
2 OF 2

**WJ ENGINEERING**  
2570 holiday road  
coralville, iowa - 319-338-4939

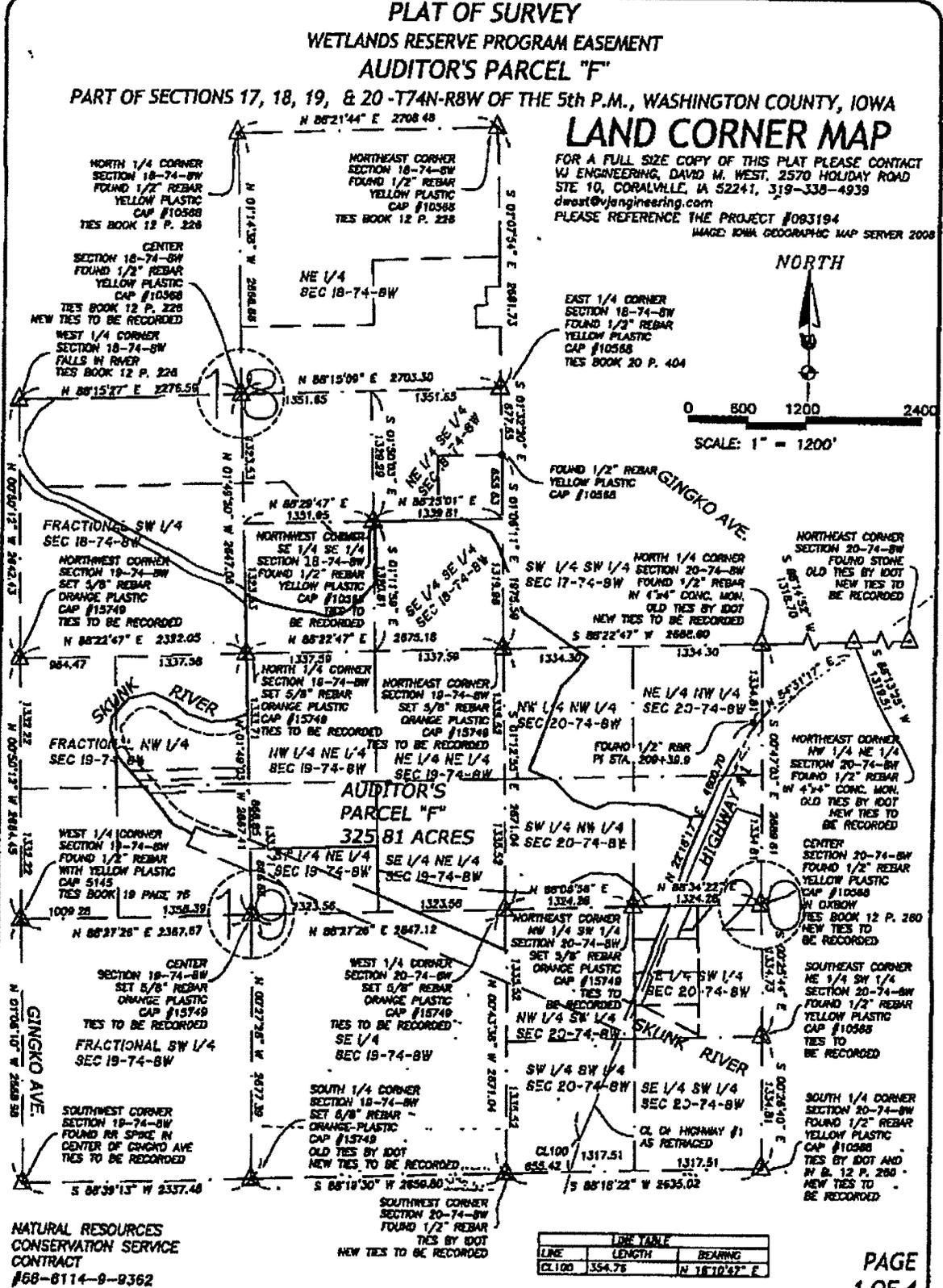
**PLAT OF SURVEY - PAGE 2**  
AUDITOR'S PARCEL "G" - WRP EASEMENT  
PT. OF SEC. 17 & 18 - T74N-R8W  
WASHINGTON COUNTY, IOWA - NRCS CONTRACT 66-6114-9-9362

SCALE	AS SHOWN
DRAWN BY	D.M.W.
CHECKED	D.M.W.
DATE	2/19/10

2010 JAN 28 AM 10:47

CORNIE PENCE, RECORDER *CP*  
WASHINGTON CO., IA, SS. 22.00 pd

PREPARED BY: VJ ENGINEERING, DAVID M. WEST, 2570 HOLIDAY ROAD STE 10, CORALVILLE, IA 52241, 319-338-4939

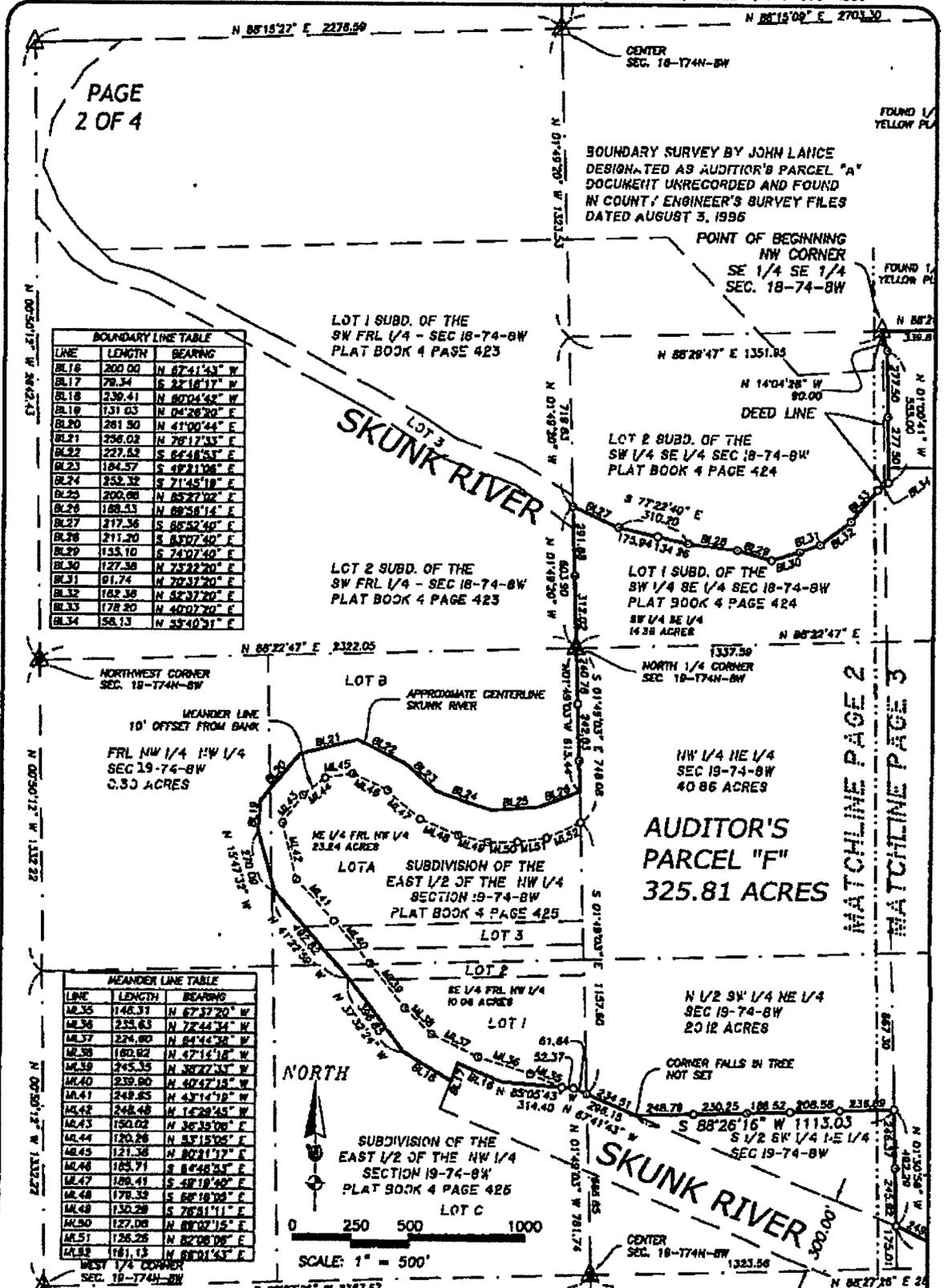


093194  **vj engineering**  
2570 holiday road  
coralville, iowa - 319-338-4939

**PLAT OF SURVEY - PAGE 1**  
AUDITOR'S PARCEL "F" - WRP EASEMENT  
PT. OF SEC. 17,18,19,&20 T74N-R8W  
WASHINGTON COUNTY, IOWA

SODM	1" = 1200'
Drawn by	Dmw
Date	1/22/10

PREPARED BY: VJ ENGINEERING, DAVID M. WEST, 2570 HOLIDAY ROAD STE 10, CORALVILLE, IA 52241, 319-338-4939



**BOUNDARY LINE TABLE**

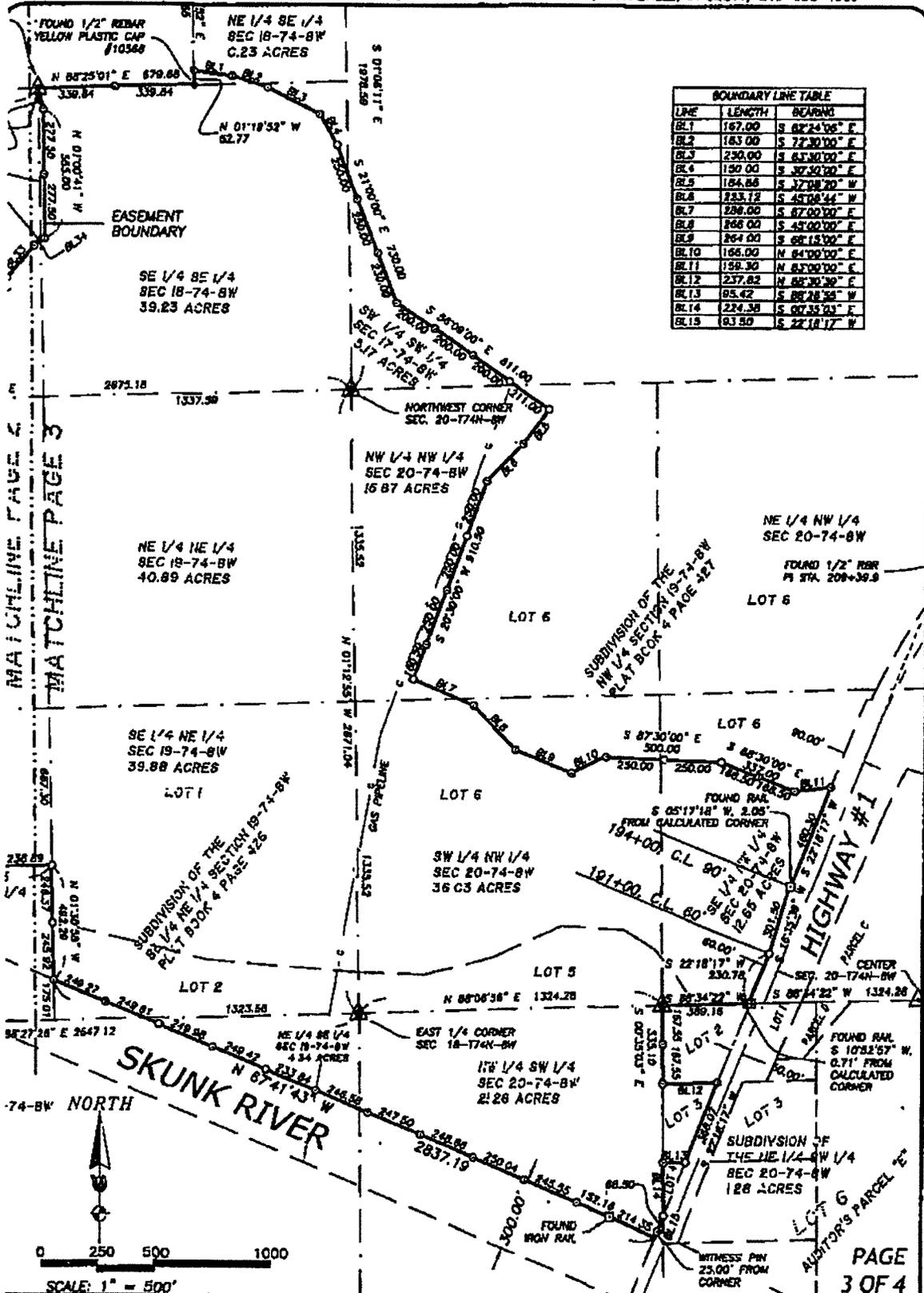
LINE	LENGTH	BEARING
BL16	200.00	N 87°41'43" W
BL17	79.34	S 22°16'17" W
BL18	239.41	N 80°04'42" W
BL19	131.03	N 04°26'20" E
BL20	281.90	N 41°00'44" E
BL21	256.02	N 78°17'33" E
BL22	227.62	S 82°48'53" E
BL23	184.57	S 49°21'08" E
BL24	252.32	S 71°45'18" E
BL25	200.00	N 85°27'02" E
BL26	188.43	N 88°38'14" E
BL27	217.36	S 88°52'40" E
BL28	211.20	S 83°07'40" E
BL29	153.10	S 74°07'40" E
BL30	127.36	N 75°22'20" E
BL31	91.74	N 70°37'20" E
BL32	182.36	N 82°37'20" E
BL33	178.20	N 40°07'20" E
BL34	158.13	N 33°40'31" E

**MEANDER LINE TABLE**

LINE	LENGTH	BEARING
ML35	146.31	N 87°37'20" W
ML36	235.63	N 72°44'34" W
ML37	224.80	N 84°44'34" W
ML38	180.82	N 47°14'18" W
ML39	245.35	N 38°27'33" W
ML40	939.80	N 40°47'15" W
ML41	248.85	N 43°14'18" W
ML42	248.48	N 12°28'45" W
ML43	150.02	N 36°35'08" E
ML44	120.26	N 53°15'05" E
ML45	121.38	N 80°21'17" E
ML46	185.71	N 84°48'51" E
ML47	189.41	S 49°18'40" E
ML48	178.32	S 66°18'00" E
ML49	130.28	S 78°41'11" E
ML50	127.06	N 88°02'15" E
ML51	128.26	N 82°08'08" E
ML52	181.13	N 80°21'43" E

Exhibit A - Page 5 of 7

PREPARED BY: VJ ENGINEERING, DAVID M. WEST, 2570 HOLIDAY ROAD STE 10, CORALVILLE, IA 52241, 318-338-4939



LINE	LENGTH	BEARING
BL1	167.00	S 82°23'10" E
BL2	183.00	S 72°30'00" E
BL3	230.00	S 83°30'00" E
BL4	190.00	S 37°50'00" E
BL5	184.86	S 37°00'20" W
BL6	283.12	S 45°00'44" W
BL7	286.00	S 67°00'00" E
BL8	266.00	S 45°00'00" E
BL9	264.00	S 68°12'00" E
BL10	166.00	N 84°00'00" E
BL11	158.30	N 84°00'00" E
BL12	237.62	N 82°30'30" E
BL13	65.42	S 88°28'30" W
BL14	224.38	S 07°33'00" E
BL15	63.50	S 22°18'17" W

MATCHLINE PAGE 2  
MATCHLINE PAGE 3

PAGE 3 OF 4

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PLAT OF SURVEY - PAGE 3  
AUDITOR'S PARCEL "F" - WRP EASEMENT  
PT. OF SEC. 17, 18, 19, & 20 T74N-R8W  
WASHINGTON COUNTY, IOWA - NRCS CONTRACT 66-6114-9-9362

SCALE: 1" = 500'  
DATE: 1/23/10

BOOK 2110, PAGE 4279

PREPARED BY: WJ ENGINEERING, DAVID M. WEST, 2570 HOLIDAY ROAD STE 10, CORALVILLE, IA 52241, 319-338-4939

**PLAT OF SURVEY**  
**WETLANDS RESERVE PROGRAM EASEMENT**  
**AUDITOR'S PARCEL "F"**

PART OF SECTIONS 17, 18, 19, & 20 - T74N-R8W OF THE 5th P.M., WASHINGTON COUNTY, IOWA

LEGAL DESCRIPTION - AUDITOR'S PARCEL "F" - WETLANDS RESERVE PROGRAM EASEMENT

THAT PART OF SECTIONS 17, 18, 19, AND 20, TOWNSHIP 74 NORTH, RANGE 8 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 SOUTHWEST 1/4 (SE 1/4 SE 1/4) OF SAID SECTION 18; THENCE N 88°25'01" E ALONG THE NORTH LINE OF SAID SE 1/4 SE 1/4, 679.68 TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NE 1/4 SE 1/4 OF SAID SECTION 18; THENCE N 01°19'52" W ALONG THE WEST LINE OF SAID EAST HALF, 82.77 FEET; THENCE S 82°24'08" E, 167.00 FEET; THENCE S 72°30'00" E, 163.00 FEET; THENCE S 63°30'00" E, 250.00 FEET; THENCE S 30°30'00" E, 150.00 FEET; THENCE S 21°00'00" E, 730.00 FEET; THENCE S 56°09'00" E, 811.00 FEET; THENCE S 37°08'20" W, 184.88 FEET; THENCE S 45°06'44" W, 223.12 FEET; THENCE S 20°30'00" W, 910.50 FEET; THENCE S 67°00'00" E, 288.00 FEET; THENCE S 45°00'00" E, 286.00 FEET; THENCE S 68°15'00" E, 264.00 FEET; THENCE N 64°00'00" E, 186.00 FEET; THENCE S 87°30'00" E, 500.00 FEET; THENCE S 88°30'00" E, 337.00 FEET; THENCE N 83°00'00" E, 159.30 FEET TO THE WEST RIGHT-OF-WAY (ROW) LINE OF STATE HIGHWAY 1; THENCE S 22°18'17" W ALONG SAID WEST ROW LINE, 480.30 FEET; THENCE S 16°35'39" W ALONG SAID WEST ROW LINE, 301.50 FEET; THENCE S 22°18'17" W ALONG SAID WEST ROW LINE, 230.78 FEET TO THE NORTH LINE OF LOT 2 OF THE SUBDIVISION OF THE NE 1/4 SW 1/4 OF SAID SECTION 20 IN PLAT BOOK 4 PAGE 430; THENCE S 88°34'22" W ALONG THE NORTH LINE OF SAID LOT 2, 369.16 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE S 00°35'03" E ALONG THE WEST LINE OF SAID LOT 2, 335.10 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N 88°30'39" E ALONG THE SOUTH LINE OF SAID LOT 2, 237.82 FEET TO SAID WEST ROW LINE OF HIGHWAY 1; THENCE S 22°18'17" W ALONG SAID WEST ROW LINE, 368.07 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID SUBDIVISION OF THE NE 1/4 SW 1/4; THENCE S 88°26'55" W ALONG THE NORTH LINE OF SAID LOT 4, 95.42 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE S 00°35'03" E ALONG THE WEST LINE OF SAID LOT 4, 224.38 FEET TO SAID WEST ROW LINE OF HIGHWAY 1; THENCE S 22°18'17" W ALONG SAID WEST ROW LINE, 93.50 FEET TO THE NORTH LINE OF THE STATE ROW FOR THE SKUNK RIVER; THENCE N 67°41'43" W ALONG SAID SKUNK RIVER ROW, 2837.19 FEET TO THE EAST LINE OF THE SOUTH HALF OF THE SW 1/4 NE 1/4 OF SAID SECTION 19; THENCE N 01°30'58" W ALONG THE EAST LINE OF SAID SOUTH HALF, 492.29 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF; THENCE S 88°26'16" W ALONG THE NORTH LINE OF SAID SOUTH HALF, 1113.03 FEET TO THE NORTH LINE OF SAID SKUNK RIVER ROW; THENCE N 67°41'43" W ALONG SAID SKUNK RIVER ROW, 296.15 FEET; THENCE N 85°05'43" W ALONG SAID SKUNK RIVER ROW, 314.40 FEET; THENCE N 67°41'43" W ALONG SAID SKUNK RIVER ROW, 200.00 FEET TO THE WEST LINE OF SAID STATE ROW FOR THE SKUNK RIVER; THENCE S 22°18'17" W ALONG SAID WEST LINE, 79.34 FEET TO THE CENTER OF THE SKUNK RIVER, SAID CENTER OF THE SKUNK RIVER ALSO BEING THE SOUTHERLY, WESTERLY AND NORTHERLY EXTENTS OF LOTS 1-3 AND LOT A OF THE SUBDIVISION OF THE EAST 1/2 OF THE NW 1/4 OF SAID SECTION 19 AS SHOWN IN PLAT BOOK 4 AT PAGE 425; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE CENTERLINE OF SAID SKUNK RIVER; N 60°04'42" W, 239.41 FEET; THENCE N 37°32'24" W, 306.85 FEET; THENCE N 41°22'58" W, 492.82 FEET; THENCE N 15°47'32" W, 270.09 FEET; THENCE N 04°26'20" E, 131.03 FEET; THENCE N 41°00'44" E, 281.50 FEET; THENCE N 76°17'33" E, 256.02 FEET; THENCE S 84°46'53" E, 227.52 FEET; THENCE S 49°21'06" E, 184.57 FEET; THENCE S 71°45'19" E, 252.32 FEET; THENCE N 85°27'02" E, 200.68 FEET; THENCE N 68°56'14" E, 188.53 FEET TO THE WEST LINE OF THE NW 1/4 NE 1/4 OF SAID SECTION 19; THENCE DEPARTING SAID RIVER CENTERLINE N 01°48'03" W ALONG SAID WEST LINE OF THE NW 1/4 NE 1/4, 615.44 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF THE SUBDIVISION OF THE SW 1/4 SE 1/4 OF SAID SECTION 18 AS SHOWN IN PLAT BOOK 4 AT PAGE 424; THENCE N 01°49'20" W ALONG THE WEST LINE OF SAID LOT 1, 603.90 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE THE FOLLOWING COURSES AND DISTANCES ALONG THE NORTH LINE OF SAID LOT 1; S 66°52'40" E, 217.38 FEET; THENCE S 77°22'40" E, 310.20 FEET; THENCE S 83°07'40" E, 211.20 FEET; THENCE S 74°07'40" E, 155.10 FEET; THENCE N 73°22'20" E, 127.38 FEET; THENCE N 70°37'20" E, 91.74 FEET; THENCE N 52°37'20" E, 162.36 FEET; THENCE N 40°07'20" E, 178.20 FEET; THENCE DEPARTING THE NORTH LINE OF SAID LOT 1, N 55°40'51" E, 56.13 FEET; THENCE N 01°00'41" W, 555.00 FEET; THENCE N 14°04'28" W, 90.00 FEET TO THE POINT OF BEGINNING, CONTAINING 325.81 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.

**LEGEND**

- △ SECTION CORNER AS NOTED
- FOUND IRON NAIL
- FOUND PIN AS NOTED
- SET 30" x 5/8" REBAR W/ORANGE PLASTIC CAP # 15748
- (0.0) RECORD DIMENSION
- PLATTED LINE/RIGHT-OF-WAY LINE
- SECTION LINE
- OFFSET MEANDER LINE

**NOTES:**

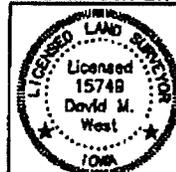
1. LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
2. THE BASIS OF BEARINGS IS IOWA STATE PLANE SOUTH ZONE, NAD 83, RECORD BEARING NOT INCLUDED, BECAUSE OF THE INCONSISTENCY OF SOURCES.
3. ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET.

DATE OF SURVEY: 12-14-08 TO 1-22-10

OWNER:  
LATHOL GUY AND JOYCE GUY TRUST

SURVEY REQUESTED BY:  
NATURAL RESOURCES CONSERVATION SERVICE  
CONTRACT #66-6114-9-9382

PAGE  
4 OF 4



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.  
 David M. West 1/25/10  
 DAVID M. WEST, L.S. DATE  
 License number 15748  
 My license renewal date is December 31, 2010  
 Pages or sheets covered by this seal: 4

vj engineering  
2570 holiday road  
coralville, iowa - 319-338-4939

PLAT OF SURVEY - PAGE 4  
 AUDITOR'S PARCEL "F" - WRP EASEMENT  
 PT. OF SEC. 17,18,19,&20 T74N-R8W  
 WASHINGTON COUNTY, IOWA - NRCS CONTRACT 66-6114-9-9382

scale  
NONE  
drawn by  
DJW  
date  
1/23/10

LEGAL DESCRIPTION - AUDITOR'S PARCEL "F" - WETLANDS RESERVE PROGRAM EASEMENT

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