

ASCS-897
(06-08-92)

U.S. Department of Agriculture
Agricultural Stabilization and Conservation Service

WETLANDS RESERVE PROGRAM
EASEMENT

0046
State of Iowa, Decatur County
Filed for Record this 15th
day of July 1993 at 11:00
o'clock A. M. and Recorded
in Book 381, Page 956
\$61.50 Filing Fee Paid
Sharon Durell
RECORDER

THIS EASEMENT is made this 12th day of January ~~February~~, 1993, by and between
Michael Whitfield
whose address is Box 267 Chariton, IA 50049
(Landowner), and the United States of America by and through the Agricultural Stabilization and Conservation Service (ASCS), an
agency of the United States Department of Agriculture. The Landowner and ASCS are jointly referred to as the "Parties".

This conveyance is in conjunction with Wetlands Reserve Program (WRP) contract number 6, in the County
(Borough or Parish) of Decatur, State of Iowa.

FOR AND IN CONSIDERATION of the above referenced WRP easement, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to ASCS all right, title and interest in the property described in Part II, Paragraph A, including appurtenant rights of access described in Part II, Paragraph E. Those rights specified in Part III, Paragraph D are reserved to the landowner for the duration of the easement specified in Part II, Paragraph D, of this document. By this easement, the Landowner covenants compliance with the terms and conditions enumerated for the use of lands described in this document, and will refrain from any activity not specifically allowed or inconsistent with the purposes of this easement or with the exercise of the rights granted to ASCS or its representatives.

PART I - PURPOSE AND AUTHORITY

- A. Purpose. The purpose of this easement is to restore, protect and maintain the functional values of wetlands and other eligible lands for wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. The details of how this is to be accomplished are provided in the Wetlands Reserve Plan of Operation (WRPO) developed for the easement area. Summary of the WRPO is attached and such summary is incorporated by reference as a part of this easement.
- B. Authority. Food Security Act of 1985, as amended (16 U.S.C. 3801 et. seq.).

PART II - PROPERTY DESCRIPTION

- A. Easement Area. The property encumbered by this Wetlands Reserve Program easement is described as follows: [Provide a legal description of the land comprising the easement area. Append a plat (photocopy) as Exhibit A.]

Approximately 57.30 acres located in Southwest Quarter (SW 1/4) of Section Five (5), Township Sixty-Eight (68) North, Range Twenty-Four (24) West of the Fifth P.M., Decatur County, Iowa more particularly described as: Easement boundary measurements drawn on ASCS aerial photo of Section 5 of Woodland Township, (T68N R24W) Decatur County, Iowa. Starting at a point in the Northeast part of Field #6 at the Northern most junction of Field 6 and the East property line. Extending South along property line 500 feet to a point 1000 feet North of the Southeast property corner. Extending Southwest 1050 feet to a point 320 feet West of the Southeast property corner. Extending West 1600 feet along Southern property line to a point 500 feet East of the Southwest property corner. Extending 280 feet North Northwest to a point on the Southwest corner of ASCS Field #7. Extending North Northeast along Western field boundary to a point 1250 feet West of starting point and on the field boundary. Extending East 1250 feet along existing terrace to the starting point.

- B. In addition, the Landowner agrees to refrain from engaging in the following activities on land owned by the Landowner:
[Insert "NONE" unless otherwise specified by ASCS]

NONE

C. Definitions. For purposes of this easement:

1. "Easement Area" means the land on which the approved practices are required. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in Exhibit A. To the extent of any conflict with Exhibit A, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person who has title to the easement area. "Landowner" shall also include such person's heirs, successors and assigns.
4. Wetlands Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for the Wetlands Reserve Program contract referenced above. The WRPO is available for inspection at the County ASCS Office in the county identified above.

D. Duration of Easement.

1. This easement shall continue in perpetuity unless D 2 has been completed by ASCS.
2. This easement will terminate at 12:00 noon on _____. Upon termination of the easement, all right, title, and interest in the property conveyed by this easement shall vest with the current owner of the easement area.

- E. Access. The Landowner grants to the ASCS and its representative, a right of access to the easement area. Such access shall be for any purposes ASCS or its representative determines necessary to ensure compliance with the WRPO and the easement. Establishment and maintenance of such access shall be the responsibility of the Landowner and all costs resulting from access establishment and maintenance shall be borne by the Landowner. ASCS will pay the fair market value of a planted crop destroyed because of ASCS exercising its right of access to the easement area. The landowner is free to locate and relocate the place of access as the landowner deems desirable, provided that such location is sufficient to provide reasonable access to the easement area.

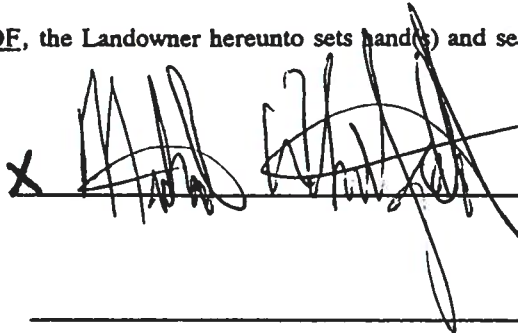
PART III - COVENANTS BY THE LANDOWNER

- A. Title. The Landowner covenants that the Landowner is vested with good title to the easement area and will warrant and defend unto ASCS the same against all claims and demands including, but not limited to, claims and demands against ASCS' quiet and peaceable use and enjoyment of the easement area and the right of access granted herein.
- B. Easement Practices.
1. Compliance. The Landowner shall comply with all easement practices specified in the WRPO. In the event of a conflict or ambiguity between the WRPO or this easement, the provisions of this easement shall prevail.
 2. Costs Incurred in Implementing the WRPO. All costs involved in the implementation of the WRPO and the right of access granted to ASCS and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with the easement area, including taxes, be the responsibility of the Landowner.
 3. ASCS Rights to Inspect Property and Perform Work on the Property. By this easement, ASCS and its authorized representatives have a right of access to the easement area, including but not limited to, the right to inspect the easement area, and, if necessary, the right to perform measures necessary to maintain the easement practices specified in the attached WRPO summary.
- C. ASCS Rights Run with the Land and Bind the Landowner's Successors. The rights granted to ASCS in this easement run with the land and shall be superior to the rights of all others in the easement area. All obligations of the Landowner under this easement shall also bind the Landowner's heirs, successors, and assigns.
- D. Use of the Easement Area. The Landowner shall have the right to quiet enjoyment of the easement area and to control access by the general public consistent with the terms of this easement and the WRP regulations. When specified in the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.
- E. Violations. If there is any failure to comply with the provisions of this easement and the WRPO; to provide access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, ASCS, or its authorized representative, may enter onto the property to perform the necessary work, seek specific performance, or seek any other legal remedy provided by law. All expenses incurred by the United States of America (including any legal fees or attorney fees) thereby incurred shall be assessed against the Landowner.
- F. Prohibitions. No action shall be taken on the easement area by the Landowner, the landowner's representative, heirs, successors or assigns, unless such action is in accordance with the WRPO, this easement, and the WRP regulations. Generally, unless specified in the attached WRPO Summary, such prohibitions include, but are not limited to the following:
1. No structures may be built.
 2. No agricultural commodities may be planted for harvest.

3. No alteration of the hydrology on the easement area may be done.
4. No alteration of the wildlife habitat or other natural land features of the easement area may be done.

IN WITNESS WHEREOF, the Landowner hereunto sets hand(s) and seal(s) on the day of year first written above.

Grantor(s)

X  , SINGLE

(Acknowledgment in accordance with State or Local Practice)

ACKNOWLEDGEMENT

STATE OF IOWA)
 ss.
COUNTY OF DECATUR)

On this 12th day of February, 1993, before me, the undersigned, personally appeared Michael Whitfield to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.




NOTARY PUBLIC FOR STATE OF IOWA

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

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FACSIMILE	1 OF 6
OMB NUMBER 0678-0013	
APPROVAL EXPIRES	
JUNE 30, 1993	

1. NAME	2. COUNTY	3. STATE	4. CONTRACT OR AGREEMENT NO.	5. TOTAL ACRES UNDER AGREEMENT
Mike Whitfield	Decatur	Iowa	6	57.3

SUMMARY OF
Wetlands Reserve Plan of Operations
for
Mike Whitfield

Purpose and Function: The primary purpose of this easement is the restoration and protection of wetlands for wildlife, flood storage, water quality protection and to establish perennial cover for aesthetic quality.

Summary of Restoration: Under the Wetland Reserve Program (WRP) Contract, Fields 6 and 7 constitute the WRP easement area that will be restored according to the detailed design plans to accomplish the purposes by, as shown on the attached plan map:

1. Constructing an earth fill across the drainage ditch between Fields 6 and 7, restoring Wetland 1A.
2. Breach diversion on west side of Field 7 to route water into Wetland 1A.
3. Seeding the restored and buffer areas to native grasses and forbs. Except that the first 30 feet inside of the perimeter of the easement will be seeded to a low growing cool season grass to provide protection from uncontrolled fires.

The landowner may also undertake other wetland and wildlife enhancement measures identified in the Wetland Reserve Plan Of Operations that are not required to satisfy the terms of the Wetland Reserve Program contract and easement.

Compatible Uses: The following uses have been determined to be compatible with the purposes for which this WRP easement is established.

1. Hunting and Fishing that is fully consistent with State and Federal regulations, including the leasing of such rights to others; provided however, the commercial harvest of catfish and crawfish is prohibited.
2. The harvesting of one cutting of hay annually between July 15 and September 1, providing the area is not grazed in the same year.
3. Grazing by livestock provided that A) a 25% harvest efficiency is not exceeded in any given year, B) nesting birds and other wildlife are not adversely effected, and C) adequate regrowth is allowed to provide winter cover and early spring nesting cover according to the WRPO.
4. Forest products harvesting that maintains the functions and values of a wetland hardwood area is allowed according to the WRPO as written by the District Forester.
5. Construction of a goose island in the normal pool area. Island would need to be seeded to protect from erosion.

U.S. DEPARTMENT OF AGRICULTURE
Soil Conservation Service

CONSERVATION PLAN
SCHEDULE OF OPERATIONS

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Operation and Maintenance: The easement area will be maintained to protect the wetland functions and values for which it was established by:

1. The restoration structure identified as item 1 will be maintained as constructed and replaced if necessary to maintain wetland hydrology.
2. Natural wetland vegetation will become established in the restored wetlands.
3. Areas with State listed noxious weeds will be controlled on the easement area as required by State law with cultural methods such as mowing, digging, or the use of herbicides.
4. All chemical use on the easement area will be in accordance with all label requirements and restrictions.

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SCHEDULE OF OPERATIONS

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ITEM NO.	FIELD	PLANNED CONSERVATION TREATMENT (Record of Decisions)	ESTIMATED AMOUNT (UNITS)	COST BASIS \$	COST SHARE %	COMPLETION SCHEDULE AND ESTIMATED COST-SHARE BY YEAR (For Non cost-share Items Show Units)	REF NO.
					*A/A	1993 1994 1995 1996	
		<u>Wetland Restoration</u>					
1	6 & 7	WR6 - Install a water control structure as shown according to attached engineering plans and specifications.					
		Cubic Yards of Earthfill	7427 cu yds	.77/cy	75%	\$4,289.09	
		Lineal feet of 12 inch smooth metal pipe	52 feet	13.85/ft	75%	540.15	
		60" x 60" x 3/16" anti-seep collar, installed	one	50.00/ea	75%	37.50	
		Core Trench Excavation	183 cu yds	1.00/cy	75%	137.25	
2	6 & 7	WR9 - Seed disturbed sites to a recommended mixture					
		Acres of Seeding	2.9 acres	229.00/ac	75%	498.07	
3	7	Breach Diversion to direct water flow into WR6	1/2 hour	80.00/hr	75%	30.00	
		<u>Vegetative Cover</u>					
4	6 & 7	VC3 - Plant to native grasses & forbs and introduced species at the rates shown on the attached planting plan.					
		Native grass acres	30.8 acres	125.40/ac	75%	2,896.74	
5	6 & 7	VC6 - Graze vegetation after establishment according to the attached grazing management plan developed by the SCS. Grazing will not remove more than 25% of the available forage.					
		Acres to graze	22.4 acres	N/C			

*A/A Actual Costs not to exceed average costs

N/C Non cost-shared

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						1993	1994	1995	1996	
6	6 & 7	VC7 - Harvest hay after the vegetation establishment according to the attached hayland management plan. Haying and mowing can be done only once per year and only between July 15 and September 1. Acres of hay to harvest	30.8 acres	N/C						
7	6 & 7	VC8 - Conduct controlled burning according to an approved burn plan developed by the SCS. Acres to burn.	30.8 acres	N/C						
8	6 & 7	VC9 - Plant a 30 foot wide cool season mixture of grasses around the native grass planting for a fire break according to the attached seeding plan. Acres of cool season grass	2.5 acres	103.20/ac	75%		193.50			
9	6 & 7	VC10 - Annual food plots may be planted as shown following an approved wildlife food planting plan. Acres of food plots	5 acres	N/C						
10	6 & 7	VC14 - Natural revegetation will be used to revegetate the area submerged by water. <u>Compatible Uses</u>	23.1 acres	N/C						
11	6 & 7	CU4 - Forest Products harvesting that maintains the functions and values of a wetland hardwood area is allowed according to the WRPO as written by the District Forester.								

*A/A Actual Costs not to exceed average costs

N/C Non cost-shared

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		<u>Compatible Uses Cont.</u>								
12	6 & 7	CU6 Hunting and fishing that are consistent with State and Federal regulations, including the leasing of such rights to others; provided however, the commercial harvest of catfish and crawfish is prohibited.								
13	6 & 7	CU8 Annual food plots for wild-life are permitted on the easement area. They will be established according to the plan developed by SCS and approved by ASCS.								
14	6 & 7	The harvesting of one cutting of hay annually between July 15 and September 1, providing the area is not grazed in the same year.								
15	6 & 7	Grazing by livestock provided that A) a 25% harvest efficiency is not exceeded in any given year B) nesting birds and other wild-life are not adversely effected, and C) adequate regrowth is allowed to provide winter cover and early spring nesting cover according to the WRPO.								
16	6 & 7	Construction of a goose island in the normal pool area. Island would need to be seeded to protect from erosion.								

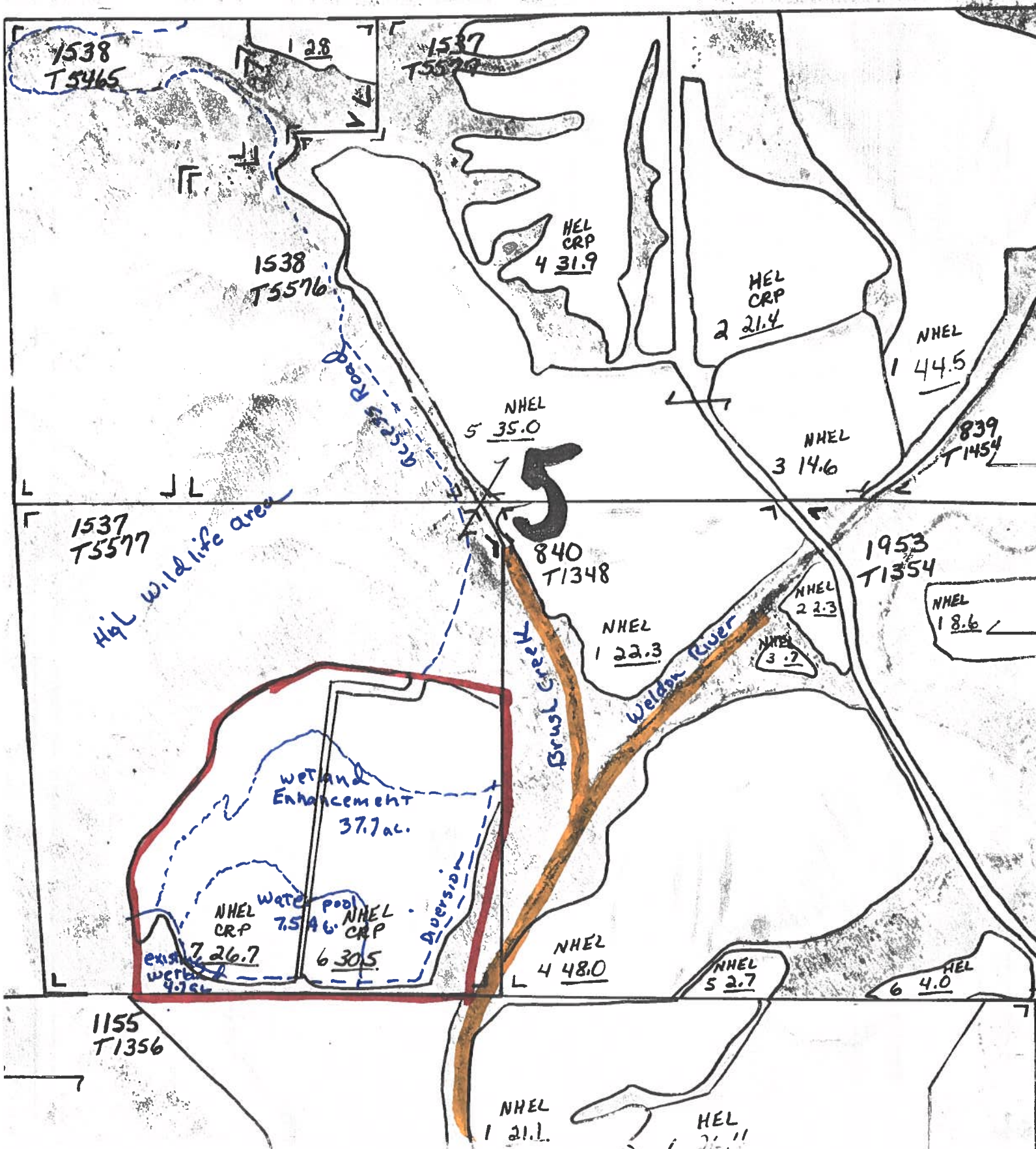
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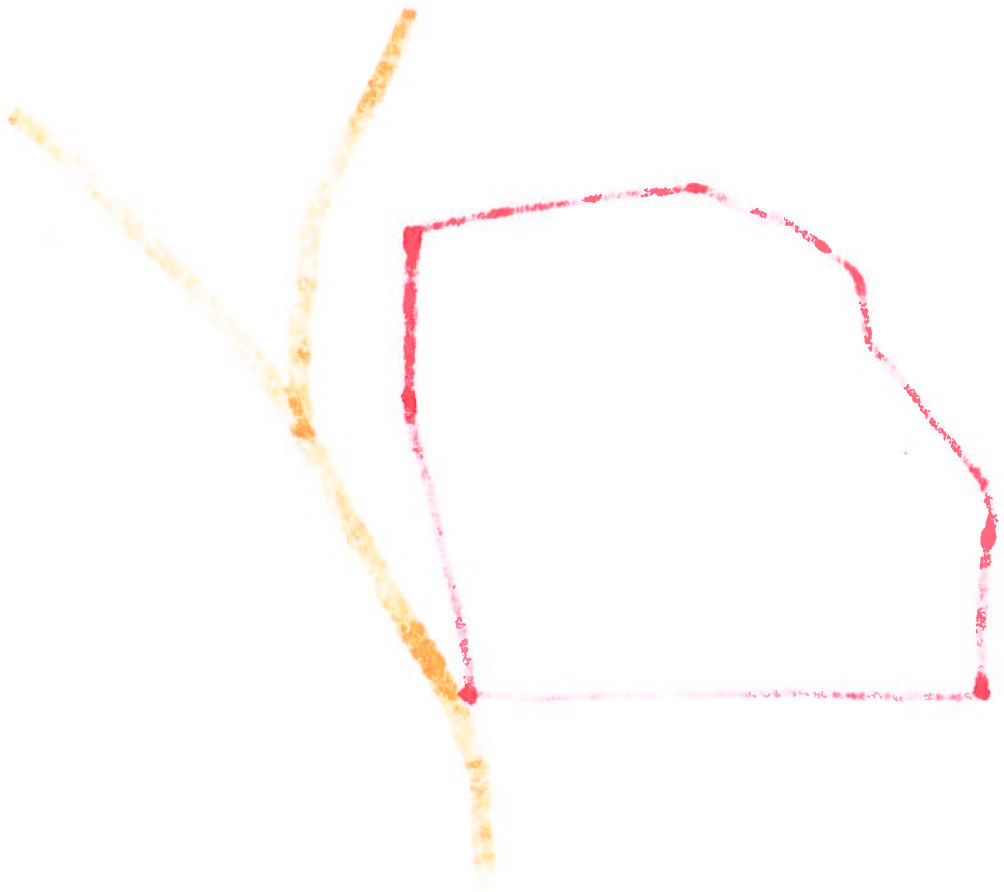
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						1993	1994	1995	1996	
		<u>Operation and Maintenance</u>								
17	6 & 7	The restoration structure identified as Item 1 will be maintained as constructed and replaced if necessary to maintain wetland hydrology.	57.3 acres	N C						
18	6 & 7	Natural wetland vegetation will become established in the restored wetlands.	23.1 acres	N C						
19	6 & 7	Areas with state listed noxious weeds will be controlled on the easement area as required by state law with cultural methods such as mowing, digging, or the use of herbicides.	57.3 acres	N C						
20	6 & 7	All chemical use on the easement area will be in accordance with all label requirements and restrictions.	57.3 acres	N C						
21	6 & 7	See attached "General Guidelines for WRPO" for compatible uses.	57.3 acres	N C						
un	6 & 7	A sign stating the area is a wetland conservation area may be placed where shown on the plan map.	1 sign	150.00/ea	N/C					
		** Failure to carry out the unnumbered items (un) does not constitute noncompliance with this WRPO.								



NOT TO SCALE (1990 FLIGHT) DECATUR CO. - Crop Year

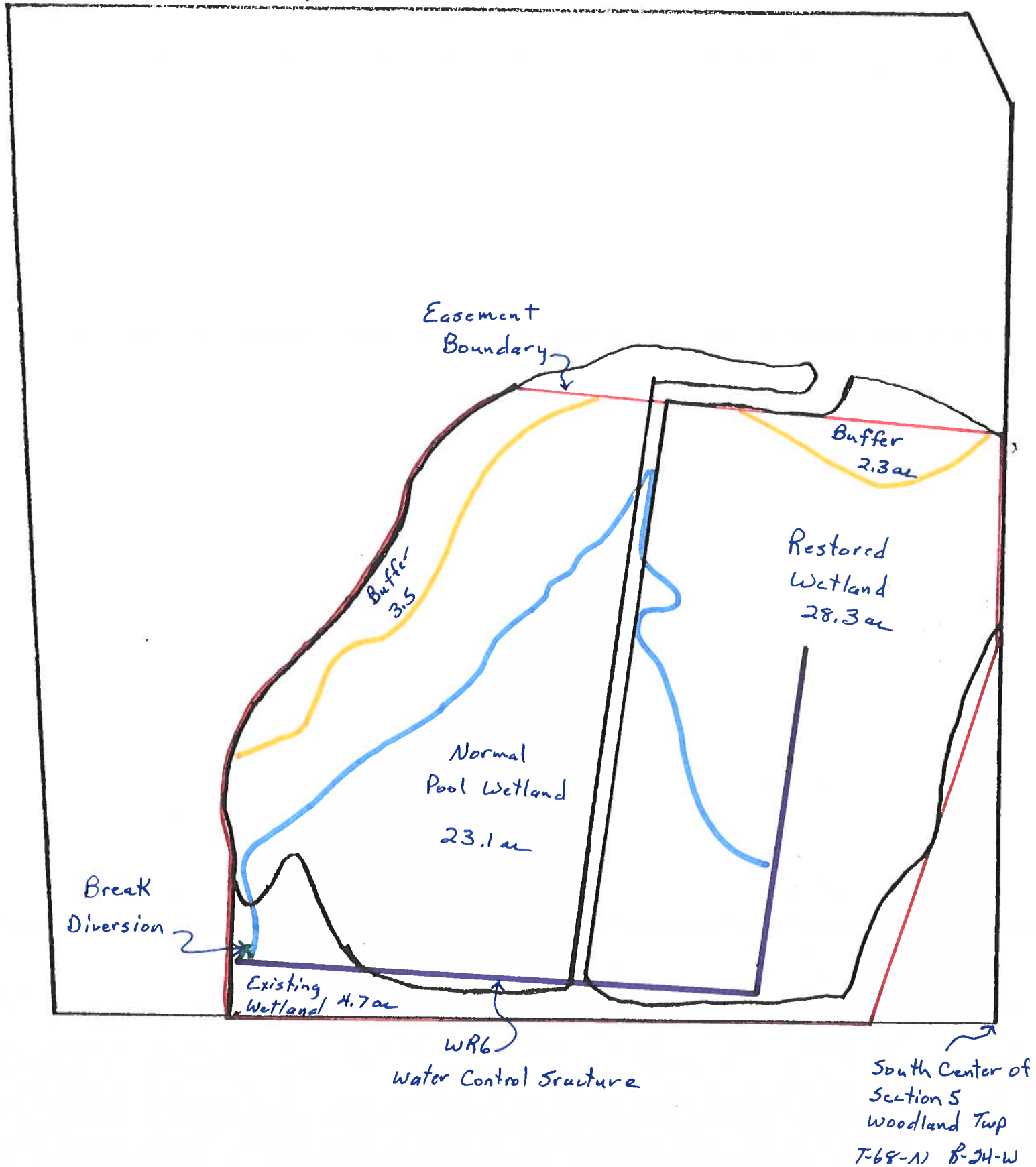
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WOOD





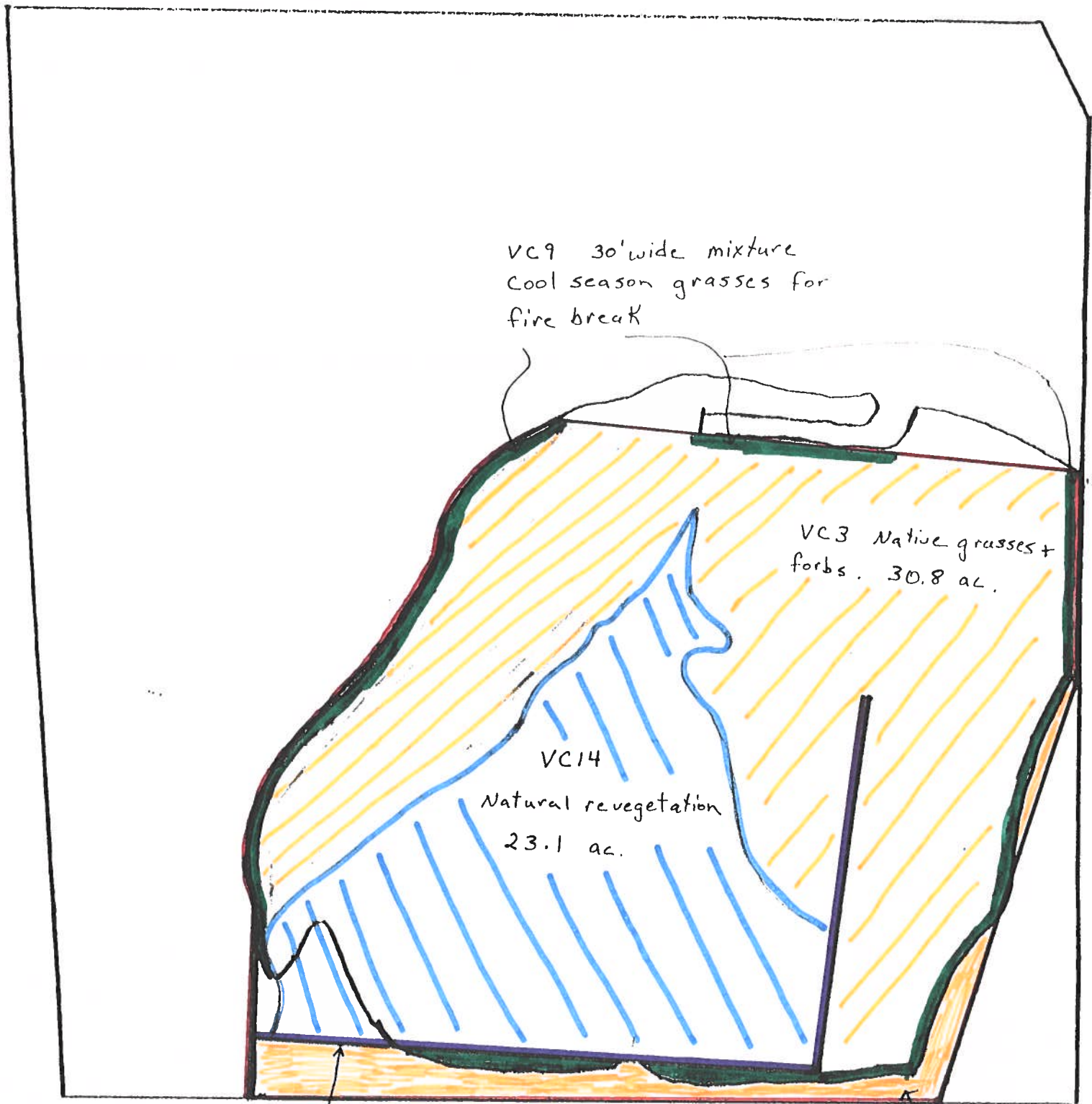
Wetland Reserve Plan of Operations
Mike Whitfield
Contract #6
Scale 1" = 330'
Planned Restoration



Mike Whitfield
Deaton County



Wetland Reserve Plan of Operations
Mike Whitfield
Contract #6
Scale 1" = 330'
Vegetative Cover Map.



VC9 30' wide mixture
Cool season grasses for
fire break

VC3 Native grasses +
forbs. 30.8 ac.

VC14
Natural revegetation
23.1 ac.

WR9
Cool Season grass mixture
for disturbed sites.

Vegetation All
Ready Established

