

DOC. NO. 01218
REG. FEE \$51.00EMERGENCY WETLANDS RESERVE PROGRAM
EASEMENT

1995 DEC 27 PM 2 58

NANCY T. SNAKENBERG

THIS EASEMENT is made this 15th day of December, 1995, by and betweenLaVerne J. Weber and Judith A. Weber, husband and wife; and Winogean Mourer and Ray J. Mourer, wife and husbandwhose address is R. R. #1, Richland, IA 52585

(Landowner), and the United States of America (United States) by and through the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture. The Landowner and the United States are jointly referred to as the "Parties".

This conveyance is subject to the terms of the Emergency Reserve Program (EWRP), contract number 65-6114-5-179,in the County (Borough or Parish) of Keokuk, State ofIowa

FOR AND IN CONSIDERATION of the sum of money set forth in the WRPO, and/or other good and valuable consideration, receipt of which is hereby acknowledged, the Landowner does hereby grant and convey to the United States an easement on 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 in the WRPO, and will refrain from any activity not specifically allowed or that is inconsistent with the purpose of this easement, the WRPO, or with the exercise of the rights granted to the United States 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. A summary of the WRPO and plan map of the easement area is attached.
- B. **Authority.** Title XII of the Food Security Act of 1985, as amended (16.U.S.C. 3837) and the Emergency Supplemental Appropriations for Relief from the Major, Widespread Flooding in the Midwest Act of 1993, Pub. L. 103-75, 107 Stat, 739.

PART II - PROPERTY DESCRIPTION

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

See Exhibit "A" (legal description attached hereto)

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 the United States).

NONE

C. Definitions. For purpose of this easement:

1. "Easement Area" means the land, placed into the EWRP by this easement, on which approved practices are required to restore and maintain the wetland. The legal description of the easement area is described in Part II, Paragraph A, of this document and is depicted in the attached plat. To the extent of any conflict with the attached plat, the land descriptions in this document shall control.
2. "Easement Practice" means the wetland and easement area development restoration measures agreed to in the WRPO and the attached WRPO summary to accomplish the desired program objectives.
3. "Landowner" means the person or persons who has title to the easement area. "Landowner" shall also include such person's heirs, successors, and assigns.
4. Wetland Reserve Plan of Operation (WRPO) means that plan which prescribes implementation measures for this easement.

D. Duration of Easement.

This easement shall continue in perpetuity.

E. Access. The United States and its representative shall have the right of access to the easement area. Such access shall be for any purposes the United States and its representatives determine 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. The United States will pay the fair market value of a planted crop destroyed because of the United States exercising its right to 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 on behalf of the United States the same against all claims and demands including, but not limited to, claims and demands against the quiet and peaceable use and enjoyment by the United States 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. Cost Incurred in Maintaining WRPO. All costs involved in the maintaining the WRPO and the rights of access granted to the United States and its representatives, or otherwise incurred with respect to the maintenance of the easement area shall, together with all other charges associated with maintenance of the easement area, including taxes, be the responsibility of the Landowner.
3. Rights of the United States to Inspect Property and Perform Work on the Property. By this easement, the United States 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 and the WRPO.

C. Rights of The United States Run with the Land and Bind the Landowner's Successors. The rights granted to the United States 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 EWRP regulations. When specified in the WRPO and the attached WRPO summary, such rights may also include regulated hunting and fishing, periodic timber harvesting, and haying or grazing.

E. Violations and Remedies. If there is any failure to comply with the provisions of this easement or the WRPO; to provide the United States and its representatives access to the easement area; to establish and maintain the easement practice as specified in the WRPO; or to comply with such WRPO, the United States, 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 State (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 EWRP regulations set forth in 7 CFR Part 623. Generally, unless otherwise specified in the WRPO and in the attached WRPO Summary, such prohibitions include, but are not limited to the following:

1. Construction of structures.
2. Planting for harvest any agricultural commodity.
3. Manipulation of the easement area which would have an adverse effect on the hydrology.
4. Alteration of the wildlife habitat or other natural land features of the easement area.

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

Grantor(s)	}	<i>LaVerne J. Weber</i>	<i>Judith A. Weber</i>
	}	LaVerne J. Weber	Judith A. Weber
	}	<i>Winogean Mourer</i>	<i>Ray J. Mourer</i>
	}	Winogean Mourer	Ray J. Mourer

(ACKNOWLEDGMENT IN ACCORDANCE WITH STATE OR LOCAL PRACTICE)

Weber-Mourer - EWRP 65-6114-5-179Legal description;

The South Forty Rods in equal width of the East Forty Rods in equal width of the Northwest Quarter of the Northwest Quarter, and

Lot Two of the Irregular Survey of the Northeast Quarter of the Northwest Quarter, as exemplified by plat thereof in Plat Book 3, at page 14 in the Office of the Recorder of Keokuk County, Iowa, and

The South Half of the Northwest Quarter, and

The Northwest Quarter of the Southwest Quarter, and

The North Nine-twentieths of the Northeast Quarter of the Southwest Quarter, and

The North Half of the West four-elevenths of the South Eleven-twentieths of the Northeast Quarter of the Southwest Quarter, and Lot Two of the Irregular Survey of the Northwest Quarter of the Southeast Quarter, as exemplified by plat thereof in Plat Book 2, at page 13, in the Office of the Recorder of Keokuk County, Iowa, EXCEPT

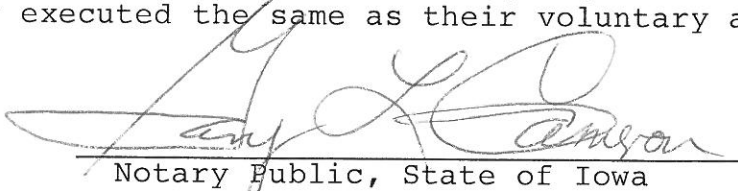
an area within the Southwest Quarter of Section 1; and more particularly described as follows: From the Southwest Corner of Section 35, Township 75 North, Range 13 West of the 5th P.M., Keokuk County, Iowa, Thence South 57°56'51" East 6262 feet, more or less, to the Point of Beginning (POB), Thence South 37°45'46" East 1275 feet, more or less, Thence South 88°46'43" West 761 feet, more or less, Thence North 1°06'32" West 1024 feet, more or less, to the POB. All of above land in Section One, Township Seventy-four North, Range Thirteen West of the Fifth Principal Meridian in Keokuk County, Iowa,

AND EXCEPT

the West 33 feet in equal width of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 1, Township 74 North, Range 13 West of the Fifth P.M. containing .394 acre, more or less, Keokuk County, Iowa.

STATE OF IOWA, JEFFERSON COUNTY, ss:

On this 15th day of December, A.D. 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared LaVerne J. Weber and Judith A. Weber, husband and wife; and Winogean Mourer and Ray J. Mourer, wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public, State of Iowa



Area Outside Wetland Easement Area 2 of 2

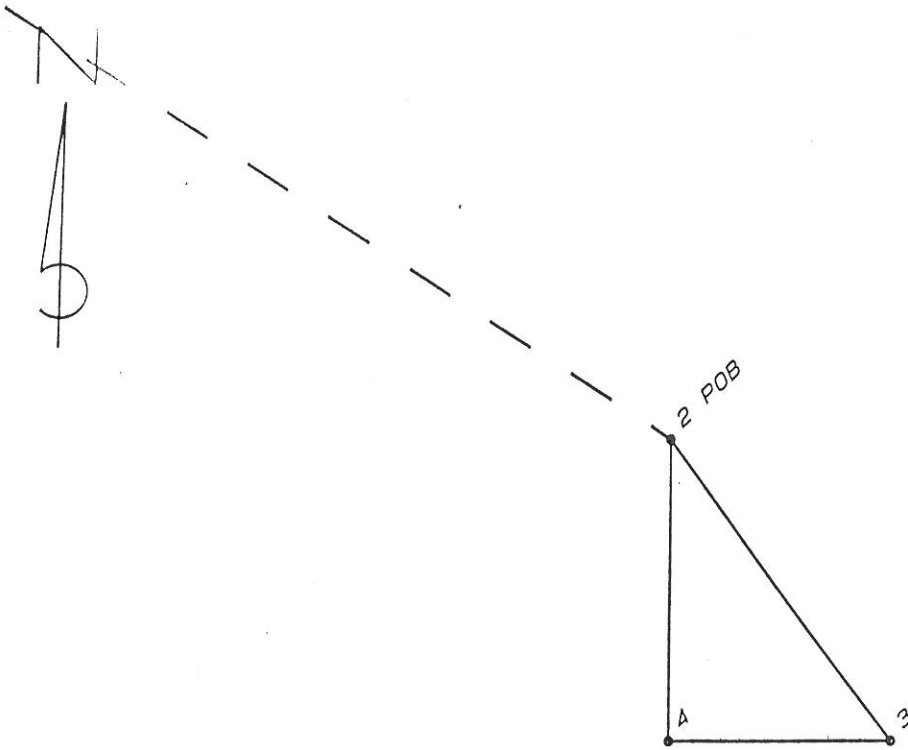
BOOK 242
PAGE 197

Landowner: Weber & Maurer County: Keokuk

T 74 N R 13 W Section 1

Date: 09-14-1995

Area = 8 acres (More or Less)



--- From Reference Point 1 (not shown) to POB 2
(See sheet 1 for distance and bearing between points 1 and POB 2)

Points from PLGR+ Global Positioning System Instrument
1, 2 etc = Point numbers

- 1/2 inch diam. pin 24 inches long w/ NRCS Survey Cap
(Set below ground level)

Reference Point = Southwest Corner of Section 35

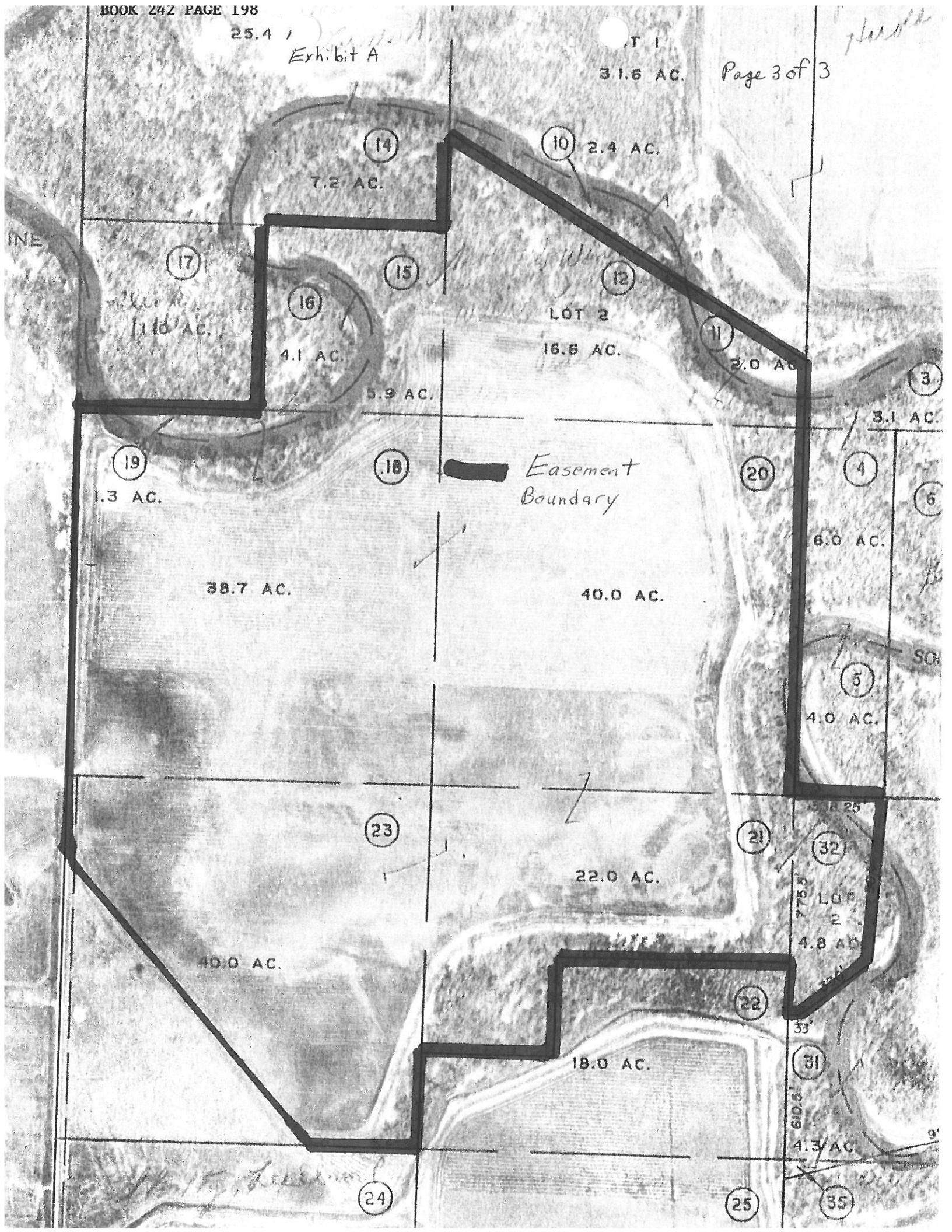
Scale 1 inch = 660 feet

25.4 / *Exhibit A*

T 1
31.6 AC.

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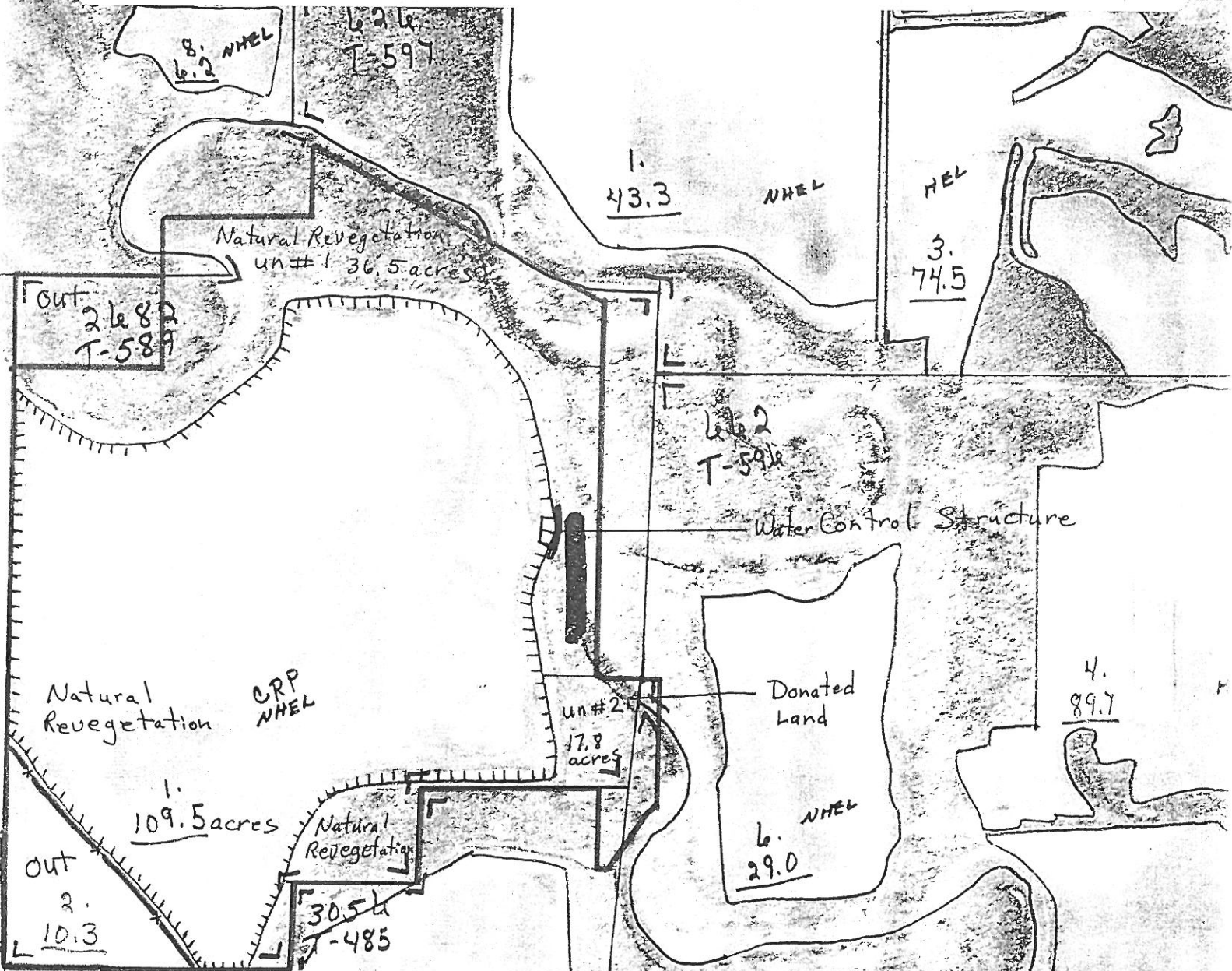
Handwritten notes



CONSERVATION PLAN MAP

Laverne J. Weber, Judith A. Weber

Owner Winegean Maurer, Ray J. Maurer Operator Same as owner
 County Keokuk State Iowa Date 2-23-95
 Approximate acres 163.8 Approximate scale 1" = 660 feet
 Cooperating with Keokuk County Soil and Water Conservation District
 Plan identification 65-6114-5-179 Photo number _____
 Assisted by Merlin Bueltel USDA Soil Conservation Service



CONSERVATION PLAN MAP LEGEND

(HEL)	Highly Erodible Land	Grassed Waterway	Planned	Applied
(NHEL)	Non-Highly Erodible Land	Field Border		
(W)	Wetland	Boundary (Easement)		
(CW)	Converted Wetland - after Dec. 23, 1985	Terrace		
(FW)	Farmed Wetland	Water Control Basin		
(PC)	Prior Converted - wetland converted prior to Dec. 23, 1985	Erosion Control Structure		
TTTT	Existing Dike (Field Boundary)	Water Control Structure		
-X-	Existing Fence			

NOT TO SCALE All acreages are approximate.

**SUMMARY of
Emergency Wetlands Reserve Plan of Operations
for
Winogean Mourer, Ray J. Mourer,
LaVerne J. Weber and Judith A. Weber Easement Area**

Name: Winogean Mourer
Ray J. Mourer
Route #1
Richland, IA 52585

LaVerne J. Weber
Judith A. Weber
Route #1 Box #184
Richland, IA 52585

Contract Number: 65-6114-5-179
Contract Acres: 163.8 acres

EASEMENT COST:	\$683/acre x 146.0 acres =	\$99,718.00
EASEMENT ACRES AT NO COST TO THE GOVERNMENT:		
	\$0/acre x 17.8 acres =	\$ 0.00
RESTORATION COST:	\$0/acre x 163.8 acres =	\$ 0.00
TOTAL COST:		<u>\$99,718.00</u>

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

Summary of Restoration: All fields, as shown on the plan map, will be placed under a permanent easement. Restoration of wetlands will be accomplished by natural revegetation. Summarized below are the main items included in this plan:

1. Landowners will construct a water control structure in Field #1 on the dike to impound water. No cost-share will be provided, but will be to N.R.C.S. specifications. Since no cost-share will be provided their will not be an operation and maintenance requirement.
2. The wetland site will be allowed to naturally revegetate to wetland plant community in Field #1, UN#1 and UN#2.

3. Field UN#2 (17.8 acres) is easement acres at no cost to the government. (See plan map.)

Compatible Uses: The following uses have been determined to be compatible with the purposes of this easement and are established as part of the easement conditions and terms:

1. Landowners have the right for personal hunting, fishing, trapping, or may lease their rights to third parties.
2. Landowners are allowed to manage forested areas and harvest timber according to an approved management plan developed by the state or federal forester.
3. Landowners may plant trees on their own to enhance the revegetation process.
4. Landowners may cut firewood for their own use - within the guidelines of the timber management plan developed by state or federal forester.
5. One Cutting of hay may be taken annually after July 15, according to NRCS forage management plan prior to harvest.
6. Grazing of domestic livestock is permitted if revegetation is not adversely affected and does not exceed 25% harvested and that adequate regrowth to provide for winter cover and early spring nesting cover. A grazing management plan must be followed that is developed by NRCS prior to grazing.

All compatible uses will be allowed as long as there is no degradation of the purpose and functions for which the easement was established.

Access: Access area is shown on the plan map. Access route is to be used by USDA personnel or their designated alternate to inspect the EWRP site. The landowners control all access to the site by the public.

Operation and Maintenance: The easement area will have all necessary operation and maintenance performed by the landowners to ensure that the purpose and function for which the area was restored continue to be carried out. Required items include:

1. The access area will be maintained.
2. Landowners will control all state and federal listed primary noxious weeds through spot mowing and/or spraying.

NOTE: Any unnumbered item listed in plan that would not be completed does not cause a breach of contract.