

EMERGENCY WETLANDS RESERVE PROGRAM
EASEMENT

THIS EASEMENT is made this 14th day of December, 199 5, by and between

Mary R. Lamb

whose address is 3866 S Avenue, Chelsea IA 52215

(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 65-6114-5-328,

in the County (Borough or Parish) of Tama, State of

Iowa

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)

The legal description is as set forth on the attached pages marked Exhibit "A", consisting of three pages labeled Wetland Easement Area and including reference points and plat of the easement area.

Reviewed
Compared

2214

TAMA COUNTY, IOWA
FILED FOR RECORD AT

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RECORDED Fee 56.00

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)

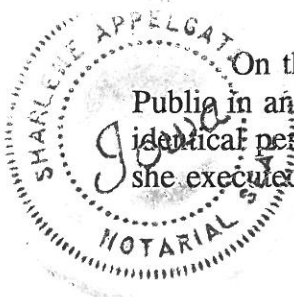
)x Mary R. Lamb
) Mary R. Lamb

)
)

(ACKNOWLEDGMENT IN ACCORDANCE WITH STATE OR LOCAL PRACTICE)

STATE OF IOWA)
 : ss.
TAMA COUNTY)

On this 14th day of December, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Mary R. Lamb, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.


Sharlene Appelgate
Sharlene Appelgate
Notary Public in and for the State of Iowa.

WETLAND EASEMENT AREA

EXHIBIT "A"
Page 1 of 3

Landowner: Mary R. Lamb County: Tama
T 82 N R 13 W Section 20
Date: 11-28-1995

Pt.#	*Latitude	*Longitude	**Distance More or Less Between Pts.	**Bearing More or Less Between Pts.
1	N41°53'29.04"	W092°23'38.59"	(***Ref Pt)	
2	N41°53'45.29"	W092°22'54.84"	3692 (POB)	N 63°28'58" E
3	N41°53'49.26"	W092°22'54.55"	403	N 3°06'44" E
4	N41°53'49.34"	W092°22'55.49"	71	N 83°28'38" W
5	N41°53'49.36"	W092°23'05.24"	736	N 89°50'32" W
6	N41°53'57.23"	W092°23'05.31"	798	N 0°22'46" W
7	N41°53'55.98"	W092°23'01.56"	310	S 65°52'32" E
8	N41°53'56.81"	W092°22'56.59"	384	N 77°21'15" E
9	N41°53'56.77"	W092°22'54.63"	148	S 88°25'46" E
10	N41°53'56.70"	W092°22'53.97"	50	S 81°53'25" E
11	N41°53'52.36"	W092°22'40.18"	1130	S 67°04'48" E
12	N41°53'47.76"	W092°22'27.97"	1033	S 63°09'15" E
13	N41°53'46.03"	W092°22'18.03"	770	S 76°50'22" E
14	N41°53'32.12"	W092°22'17.99"	1411	S 0°07'21" E
15	N41°53'37.21"	W092°22'20.33"	545	N 18°53'31" W
16	N41°53'44.20"	W092°22'23.79"	755	N 20°13'38" W
2	N41°53'45.29"	W092°22'54.84"	2347 (POB)	N 87°18'00" W

Area = 61 ac. (More or Less)

*Points from PLGR+ Global Positioning System Instrument
**Distance and Bearing computed from Point
Latitude and Longitude Data.

***Reference Point -- Approx. S.W. corner of Sec. 20
See Page 2 of 3 for a plan view with points

Wetland Easement Area

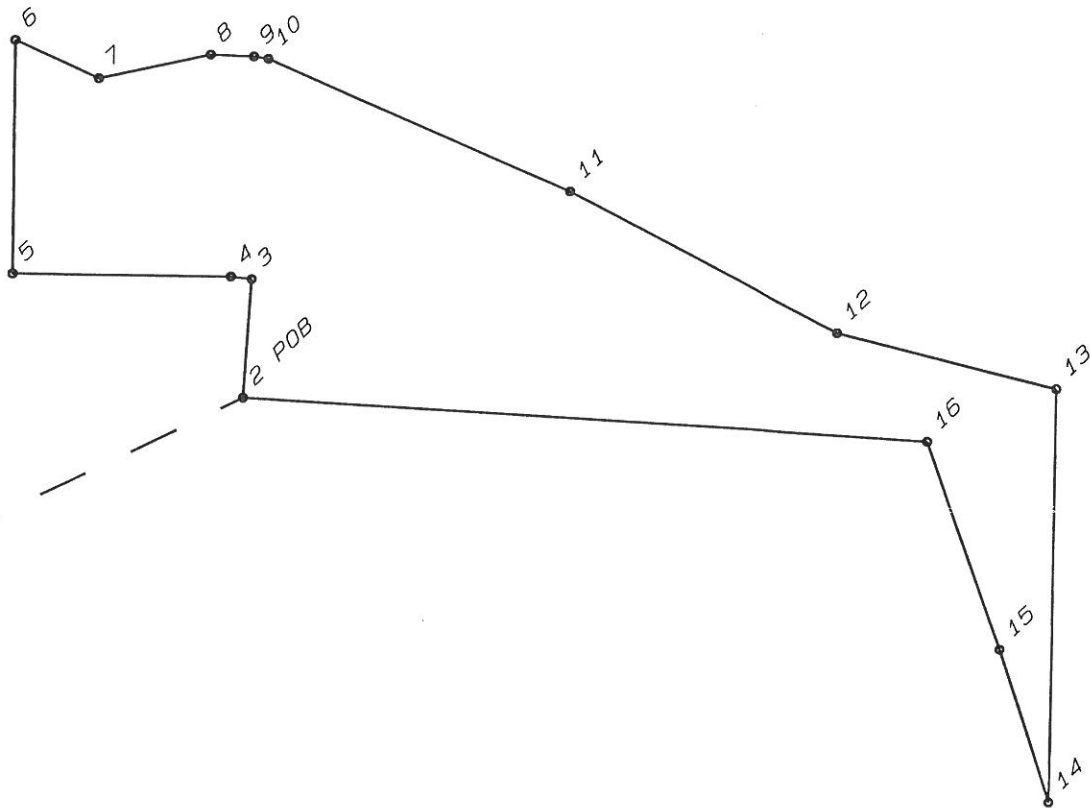
Page 2 of 3

Landowner: Mary R. Lamb County: Tama

T 82 N R 13 W Section 20

Date: 11-28-1995

Area = 61 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)
 These 1/2 inch diam. pins are intended to control the location of this easement area.

Reference Point = Approx. S.W. corner of Sec. 20

Scale 1 inch = 660 feet

EXHIBIT "A"
EASEMENT DESCRIPTION

Page 3 of 3

Mary R. Lamb
EWRP Contract 65-6114-5-328

THAT PART OF SECTION 20 AND 21, TOWNSHIP 82 NORTH, RANGE 13 WEST OF THE
5TH P.M. IN TAMA COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 20, THENCE NORTH
63°28'58" EAST 3,692 FEET TO THE POINT OF BEGINNING; THENCE NORTH 3°06'44"
EAST 403 FEET; THENCE NORTH 83°28'38" WEST 71 FEET; THENCE NORTH 89°50'32"
WEST 736 FEET; THENCE NORTH 0°22'46" WEST 798 FEET; THENCE SOUTH 65°52'32"
EAST 310 FEET; THENCE NORTH 77°21'15" EAST 384 FEET; THENCE SOUTH 88°25'46"
EAST 148 FEET; THENCE SOUTH 81°53'25" EAST 50 FEET; THENCE SOUTH 67°04'48"
EAST 1,130 FEET; THENCE SOUTH 63°09'15" EAST 1,033 FEET; THENCE SOUTH 76°50'22"
EAST 770 FEET; THENCE SOUTH 0°07'21" EAST 1,411 FEET; THENCE NORTH 18°53'31"
WEST 545 FEET; THENCE NORTH 20°13'38" WEST 755 FEET; THENCE NORTH 87°18'00"
WEST 2,347 FEET TO THE POINT OF BEGINNING.

*Summary of
Emergency Wetlands Reserve Plan of Operations
for
Mary R. Lamb
Easement Area*

Name: **Mary R. Lamb**
Chelsea, Iowa

Contract Number: **65-6114-5-328**
Contract Acres: **61.0**

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: Fields 6, 7A1, 7A2, UN1, and UN2 as shown on the Conservation Plan Map and in the EWRP contract, will be placed under a permanent easement. Restoration of the wetlands will be accomplished as per the details shown in the Emergency Wetland Restoration Plan and Conservation Plan Map. Summarized below are the main items included in this plan.

Essential Practices

E1. A dike as designed by the Natural Resources Conservation Service will be constructed in field 7A2. This will create a shallow water wetland.

E2. Excavation of flood debris and sediment from old river channel as designed by Natural Resources Conservation Service will create additional shallow water wetland areas in field 7A2.

E3. The area that contains the dike and associated disturbed zone will be seeded to a cool season grass mixture after construction according to a seeding plan developed by Natural Resources Conservation Service.

E4. The cropland field 7A1 will be planted to trees as per forestry management plan prepared by Iowa Department of Natural Resources.

E5. The cropland fields 6 and 7A2 will be allowed to undergo natural revegetation to form a wetland plant community.

E6. The non crop fields UN1 and UN2 are accepted with existing vegetation or cover.

Supplemental Non-Essential Practices

UN1. The landowner may install nesting structures and/or construct islands as supplemental features to enhance the value of the wetland habitat restored.

UN2. Blinds for hunting or enjoyment of wildlife are allowed as long as it does not adversely affect the value and function of the easement area.

UN3. The landowner may construct trails or install signs to enhance the values of the wetlands.

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. All management plans will provide details of how the activity will be implemented so as not to degrade the functions of the easement area. Compatible uses may not be granted on those occasions when it would be detrimental to the functions of the area.

C1. The landowner may plant native warm season grasses and manage that area for forage production, wildlife habitat and native grass seed production as per the forage management plan and burning plan prepared by Natural Resources Conservation Service.

C2. Production and harvest of timber products from areas that become established to trees are permitted within the scope of the forestry management plan developed by Iowa Department of Natural Resources.

C3. Harvest of seed from this area is permitted in accordance with the forage management plan prepared by Natural Resources Conservation Service.

C4. Haying or mowing of fields 6 and 7A2 are permitted as long as harvesting is per a forage management plan developed by Natural Resources Conservation Service prior to each harvest event.

C5. Grazing of domestic livestock on fields 6, 7A2, UN1, and UN2 is permitted as per forage management plan developed by Natural Resources Conservation Service.

C6. Wildlife food plots are permitted in fields 6 and 7A2. Food plots may be planted in the easement area as supplemental features to enhance the value of the restored wetland habitat. The plots will be located above the high water level of the shallow water wetland according to Natural Resources Conservation Service specifications and seeding guidelines.

C7. Hunting, fishing and trapping consistent with all Federal and State laws is permitted. The landowner has the right to enjoy these uses himself and is permitted to grant such use, either gratis or for a fee, to any third party.

C8. The landowner has the right to allow schools or educational groups to use the area for educational purposes.

C9. The landowner has the right to other quiet enjoyment of the area for aesthetic reasons.

Access: The access route for inspection of the easement area or other necessary duties by the Natural Resources Conservation Service is shown on the Conservation Plan Map. The landowner controls all access to the site by the public.

Operation and Maintenance: The easement area will have all necessary operations and maintenance performed by the landowner to ensure that the purposes and functions for which the area was restored continue to be carried out. Required items include:

OM1. The dike will be inspected once annually and after every flood event to ensure it still meets Natural Resources Conservation Service design specifications for the life of the practice.

OM2. The cool season grass seeding will be maintained according to the specifications of the forage management plan developed by Natural Resources Conservation Service.

OM3. Maintain tree planting as per forestry management plan developed by the Iowa Department of Natural Resources.

OM4. All federal and state listed noxious weeds will be controlled as required by law by either spot mowing or spraying. All such control will be done by approved methods or in accordance with label directions.

OM5. The access route will be maintained.

Note: The EWRP Conservation Plan Schedule of Operations provides the restoration implementation schedule. The specific engineering plans and specifications; seeding, forestry and forage management plans; and operation and maintenance practices will be developed prior to implementation. These plans and specifications are an official part of this contract. Any variations in this plan must be approved by the Natural Resources Conservation Service in consultation with the Fish and Wildlife Service.

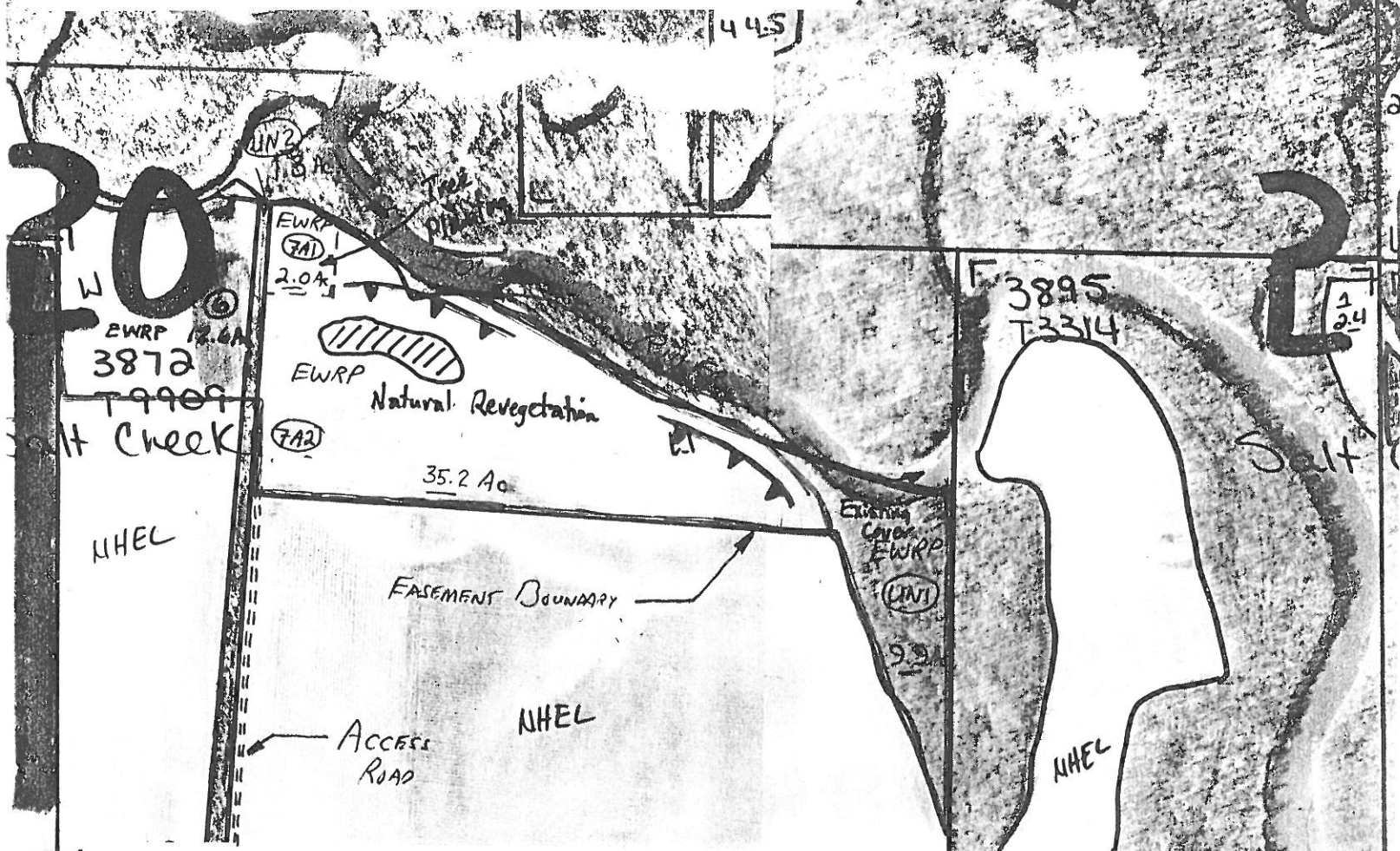
RESTORATION LEGEND

Scale: 1" = 660'

Easement Boundary	---
Field or CTU line	---
Access Road	==
Not highly erodible	NHEL
Wetland	W
Farmed Wetland	FW
Converted wetland	CW
Artificial wetland	AW
Prior converted cropland	PC
Non Wetland	NW
Dike	▲▲▲
Water Control Structure	◐
Excavated Areas	◑

SEC 20.21, TERN, R13W, SALT Co. Twp

GREEN HIGHLIGHTS INDICATE PRACTICE IS APPLIED.



U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

EMERGENCY WETLANDS RESERVE CONSERVATION PLAN MAP

SCS - CPA - 16
2-81

Owner MARY R. LAMBS Operator _____
County TAMA State IOWA Date 6/14/95
Approximate acres 61.0 Ac. Approximate scale 1" = 660'
Cooperating with TAMA COUNTY SOIL AND WATER Conservation District
Plan identification 65-6114-5-328 Photo number M-14 1990 FLIGHT
Assisted by JOHN K. SEERIT USDA Soil Conservation Service