



Document 2011 1139

Book 2011 Page 1139 Type 06 001 Pages 15

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INDEX
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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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: Jerrold B. Oliver, 101 1/2 West Jefferson Street, P.O. Box 230, Winterset, IA 50273

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. 66-6114-0-0392**

THIS WARRANTY EASEMENT DEED is made by and between **Robert M. Casper and Margaret Marie Casper, husband and wife; and John E. Casper and Lynnee D. Casper, husband and wife**, of Post Office Box 329, Winterset, IA 50273, (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 **Eight Hundred Five Thousand Nine Hundred One Dollars (\$805,901.00)**, 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 an Amended Plat of Survey by David Anderson, recorded on March 28, 2011, in Book 2011, Page 788, as Document Number 2011 788, in the office of the Madison County Recorder. A reduced copy of said Amended Plat of Survey is attached hereto as EXHIBIT A and incorporated herein by this reference.

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 A 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, 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;

-
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.

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.

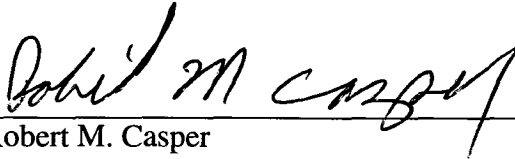
Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under 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 21st day of April, 2011.

Landowner(s):

) 
) Robert M. Casper
)
) 
) Margaret Marie Casper
)

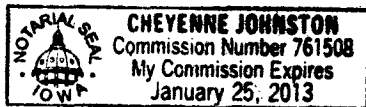
) John E. Casper
) John E. Casper
) Lynce D. Casper
) Lynce D. Casper

Notarial acknowledgement in accordance with Iowa Code is required.

ACKNOWLEDGMENT

State of Iowa)
) ss.
County of Madison)

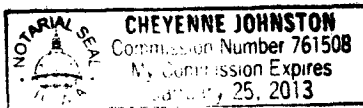
This instrument was acknowledged before me on April 21, 2011, by
Robert M. Casper.



Cheyenne Johnston
Notary Public in and for said State

State of Iowa)
) ss.
County of Madison)

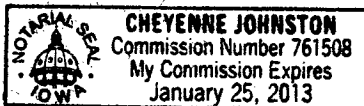
This instrument was acknowledged before me on April 21, 2011, by
Margaret Marie Casper.



Cheyenne Johnston
Notary Public in and for said State

State of Iowa)
)ss.
County of Madison)

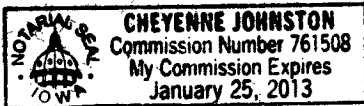
This instrument was acknowledged before me on April 21, 2011, by
John E. Casper.



Cheyenne Johnston
Notary Public in and for said State

State of Iowa)
)ss.
County of Madison)

This instrument was acknowledged before me on April 21, 2011, by
Lynnee D. Casper.

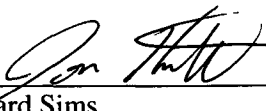


Cheyenne Johnston
Notary Public in and for said State

See next page for NRCS Acceptance.

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.

)  Acting for April 8, 2011
) Richard Sims
) State Conservationist

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

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.

INDX
ANNO
SCAN
CHECK

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

Exhibit A Page 1 of 5

AMENDS BOOK 2010, PAGE 2231

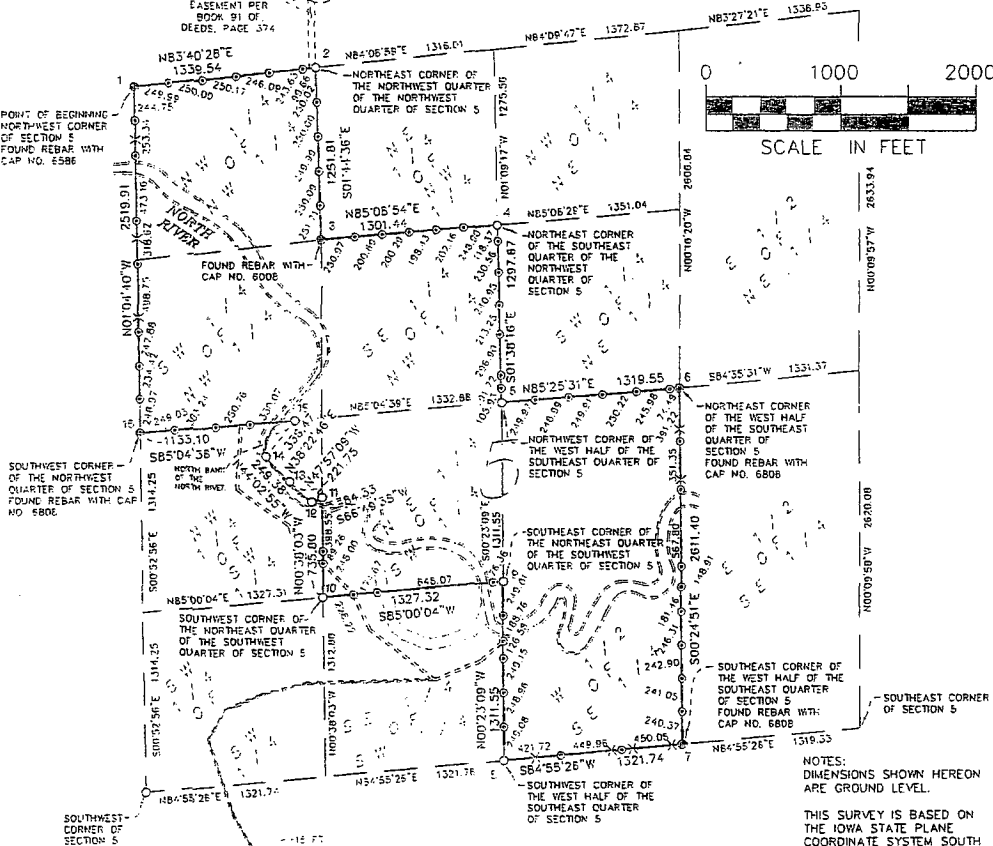
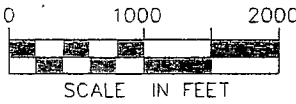
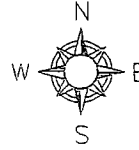
CHANGES SOUTHERLY ACCESS EASEMENT WIDTH FROM 20 FEET TO 15 FEET

CASPER

CERTIFICATE OF SURVEY FOR UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

WETLAND RESERVE PROGRAM EASEMENT

MADISON COUNTY, IOWA
SECTION 5, TOWNSHIP 76 N., RANGE 26 W.
WRP CONTRACT NO. 66-6114-0-0392
EASEMENT AREA 240.66 ACRES
OWNER: ROBERT CASPER



NOTES:
DIMENSIONS SHOWN HEREON
ARE GROUND LEVEL.
THIS SURVEY IS BASED ON
THE IOWA STATE PLANE
COORDINATE SYSTEM SOUTH
ZONE, NAD 83(96).

CERTIFICATION

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.
Dated: July 14, 2010
Revised: March 18, 2011

by

David Anderson
Iowa License No. 18116

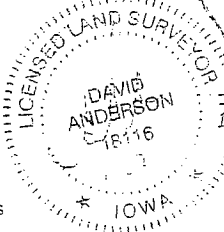
My registration is renewed December 31, 2011.
Pages or Sheets covered by this seal: 5

Anderson Engineering of Minnesota, LLC

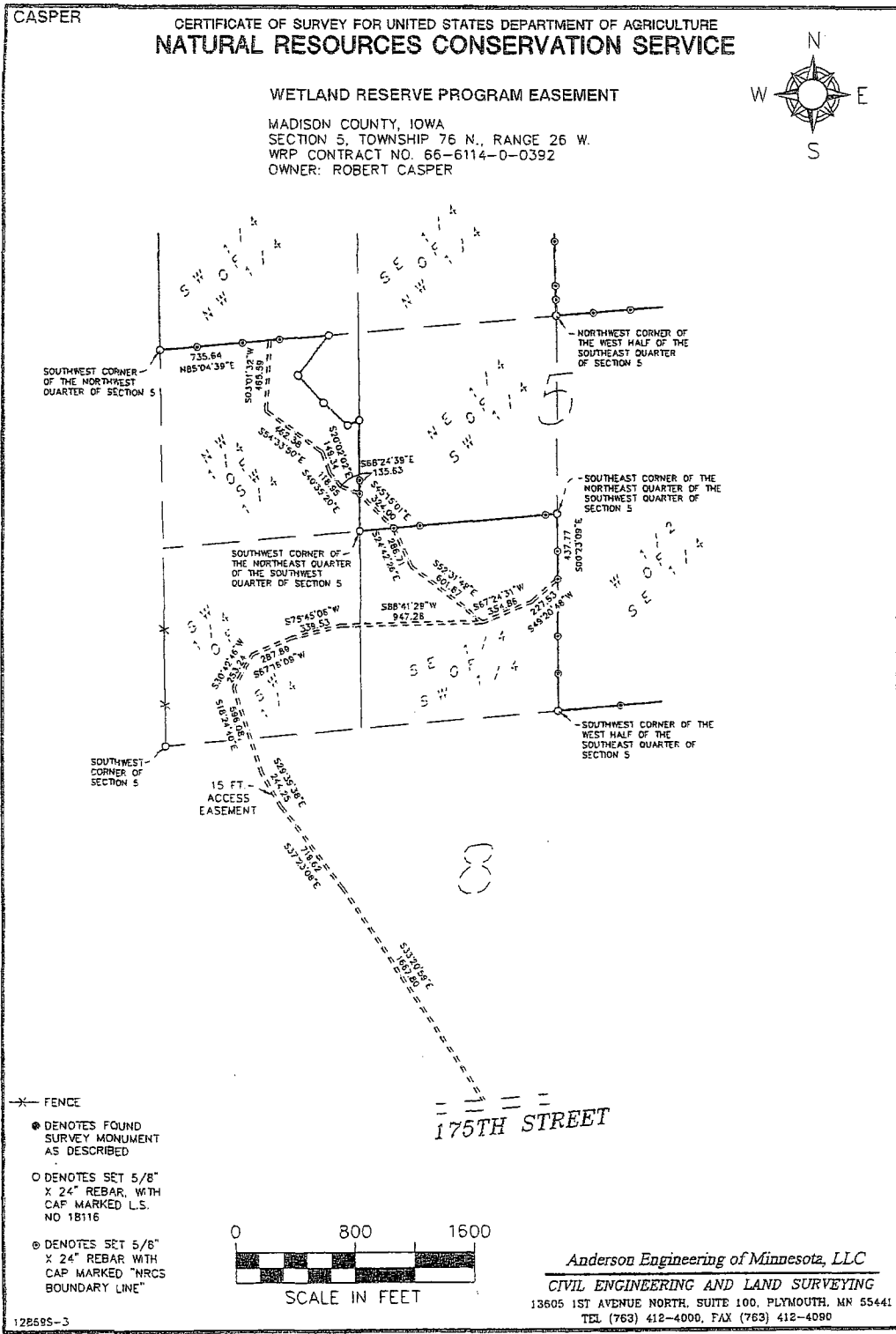
CIVIL ENGINEERING AND LAND SURVEYING

13605 1ST AVENUE NORTH, SUITE 100, PLYMOUTH, MN 55441
TEL (763) 412-4000, FAX (763) 412-4090

SEE SHEET 2
FOR ACCESS
EASEMENT DETAIL



- FENCE
- ⊙ DENOTES FOUND
SURVEY MONUMENT
AS DESCRIBED
- ⊙ DENOTES SET 5/8"
X 24" REBAR, WITH
CAP MARKED L.S.
NO 18116
- ⊙ DENOTES SET 5/8"
X 24" REBAR WITH
CAP MARKED "NRCS
BOUNDARY LINE"



CASPER

WETLAND RESERVE PROGRAM EASEMENT

MADISON COUNTY, IOWA
SECTION 5, TOWNSHIP 76 N., RANGE 26 W.
WRP CONTRACT NO. 66-6114-0-0392
EASEMENT AREA 240.05 ACRES
OWNER: ROBERT CASPER

EASEMENT DESCRIPTION

That part of the Northwest Quarter, Southwest Quarter, and Southeast Quarter of Section 5, Township 76 North, Range 26 West, Madison County, Iowa, described as follows:

Beginning at the northwest corner of said of Section 5; thence on an assumed bearing of North 83 degrees 40 minutes 28 seconds East, along the north line of said Section 5, a distance of 1339.54 feet to the northeast corner of the Northwest Quarter of said Northwest Quarter; thence South 1 degree 44 minutes 36 seconds East, along the east line of said Northwest Quarter of the Northwest Quarter, a distance of 1251.81 feet to the northwest corner of the Southeast Quarter of said Northwest Quarter; thence North 85 degrees 08 minutes 54 seconds East, along said north line of the Southeast Quarter of the Northwest Quarter, a distance of 1301.44 feet to the northeast corner of said Southeast Quarter of the Northwest Quarter; thence South 1 degree 38 minutes 16 seconds East, along the east line of said Southeast Quarter of the Northwest Quarter, a distance of 1297.67 feet to the northwest corner of the West Half of said Southeast Quarter; thence North 85 degrees 25 minutes 31 seconds East, along the north line of said West Half of the Southeast Quarter, a distance of 1319.55 feet to the northeast corner of said West Half of the Southeast Quarter; thence South 0 degrees 24 minutes 51 seconds East, along the east line of said West Half of the Southeast Quarter, a distance of 2611.40 feet to the southeast corner of said West Half of the Southeast Quarter; thence South 84 degrees 55 minutes 26 seconds West, along the south line of said West Half of the Southeast Quarter, a distance of 1321.74 feet to the southwest corner of said West Half of the Southeast Quarter; thence North 0 degrees 23 minutes 09 seconds West, along the west line of said West Half of the Southeast Quarter, a distance of 1311.55 feet to the southeast corner of the Northeast Quarter of said Southwest Quarter; thence South 85 degrees 00 minutes 04 seconds West, along the south line of said Northeast Quarter of the Southwest Quarter, a distance of 1327.32 feet to the southwest corner of said Northeast Quarter of the Southwest Quarter; thence North 0 degrees 38 minutes 03 seconds West, along the west line of said Northeast Quarter of the Southwest Quarter, to the north bank of the North River; thence northwesterly and northeasterly along said north bank to the south line of said Northwest Quarter; thence South 85 degrees 04 minutes 38 seconds West, along said south line of the Northwest Quarter, to the southwest corner of said Northwest Quarter; thence North 1 degree 04 minutes 40 seconds West, along the west line of said Northwest Quarter, a distance of 2519.91 feet to said point of beginning.

EXHIBIT A

ACCESS EASEMENT DESCRIPTION

The easement for right-of-way recorded in the Madison County Recorder's Office in Book 91 of Deeds, Page 374, and described as follows:

The east 49.5 feet of the West Half of the Southwest Quarter, Section 32, Township 77 North, Range 26 West, Madison County, Iowa.

and

continued on sheet 4

Anderson Engineering of Minnesota, LLC
CIVIL ENGINEERING AND LAND SURVEYING
13605 1ST AVENUE NORTH, SUITE 100, PLYMOUTH, MN 55441
TEL (763) 412-4000, FAX (763) 412-4090

CASPER

WETLAND RESERVE PROGRAM EASEMENT

MADISON COUNTY, IOWA
SECTION 5, TOWNSHIP 76 N., RANGE 26 W.
WRP CONTRACT NO. 66-6114-0-0392
OWNER: ROBERT CASPER

ACCESS EASEMENT DESCRIPTION, continued from sheet 3

A 15.00 foot wide access easement in that part of the Southwest Quarter of Section 5 and the Northwest Quarter of Section 8, Township 76 North, Range 26 West, Madison County, Iowa, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter; thence on an assumed bearing of North 85 degrees 04 minutes 39 seconds East, along the north line of said Southwest Quarter, a distance of 735.64 feet to the point of beginning of the centerline to be described; thence South 3 degrees 01 minute 32 seconds West a distance of 465.59 feet; thence South 54 degrees 33 minutes 50 seconds East a distance of 462.38 feet; thence South 20 degrees 02 minutes 02 seconds East a distance of 149.34 feet; thence South 40 degrees 35 minutes 20 seconds East a distance of 118.95 feet; thence South 68 degrees 24 minutes 39 seconds East a distance of 135.63 feet; thence South 45 degrees 15 minutes 01 second East a distance of 324.00 feet; thence South 24 degrees 42 minutes 26 seconds East a distance of 286.71 feet; thence South 52 degrees 31 minutes 49 seconds East a distance of 601.87 feet; thence South 88 degrees 41 minutes 29 seconds West a distance of 947.28 feet; thence South 75 degrees 45 minutes 06 seconds West a distance of 339.53 feet; thence South 67 degrees 18 minutes 09 seconds West a distance of 287.89 feet; thence South 30 degrees 42 minutes 46 seconds West a distance of 253.24 feet; thence South 18 degrees 24 minutes 40 seconds East a distance of 596.08 feet; thence South 29 degrees 39 minutes 38 seconds East a distance of 244.25 feet; thence South 37 degrees 23 minutes 08 seconds East a distance of 719.62 feet; thence South 33 degrees 20 minutes 59 seconds East a distance of 1667.80 feet to the north right-of-way line of 175th Street and said centerline there terminating.

and

A 15.00 foot wide access easement in that part of the Southwest Quarter of Section 5, Township 76 North, Range 26 West, Madison County, Iowa, the centerline of said easement is described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Southwest Quarter; thence on an assumed bearing of South 0 degrees 23 minutes 09 seconds East, along the east line of said Southwest Quarter, a distance of 437.77 feet to the point of beginning of the centerline to be described; thence South 49 degrees 20 minutes 48 seconds West a distance of 227.63 feet; thence South 67 degrees 24 minutes 31 seconds West a distance of 354.86 feet and said centerline there terminating.

EXHIBIT B

Anderson Engineering of Minnesota, LLC

CIVIL ENGINEERING AND LAND SURVEYING

13605 1ST AVENUE NORTH, SUITE 100, PLYMOUTH, MN 55441
TEL (763) 412-4000, FAX (763) 412-4090

12669S-3

SHEET 4 OF 5

CASPER

WETLAND RESERVE PROGRAM EASEMENT

MADISON COUNTY, IOWA
SECTION 5, TOWNSHIP 76 N., RANGE 26 W.
WRP CONTRACT NO. 66-6114-0-0392
OWNER: ROBERT CASPER

LAT. - LONG. COORDINATES NAD 83(96)		
POINT NO.	LATITUDE	LONGITUDE
1	41 25 01.9727	93 53 10.8289
2	41 25 03.4888	93 52 53.3638
3	41 24 51.1290	93 52 52.7921
4	41 24 52.2722	93 52 35.7797
5	41 24 39.4588	93 52 35.2194
6	41 24 40.5545	93 52 17.9638
7	41 24 14.7568	93 52 17.5698
8	41 24 13.5455	93 52 34.8386
9	41 24 26.5022	93 52 35.0290
10	41 24 25.3026	93 52 52.3736
11	41 24 32.5712	93 52 52.5228
12	41 24 32.2400	93 52 53.5382
13	41 24 33.7001	93 52 55.7076
14	41 24 35.4633	93 52 57.9933
15	41 24 38.0938	93 52 55.2509
16	41 24 37.0840	93 53 10.0601

UTM COORDINATES	
NORTHING	EASTING
15044105.582	1397402.025
15044245.400	1398733.742
15042994.440	1398764.563
15043096.959	1400061.471
15041800.111	1400091.034
15041897.703	1401406.473
15039287.289	1401410.228
15039178.005	1400093.507
15040489.058	1400092.270
15040381.096	1398769.848
15041116.615	1398765.968
15041083.893	1398688.281
15041233.301	1398524.539
15041413.478	1398352.256
15041677.491	1398563.855
15041586.831	1397434.814

Anderson Engineering of Minnesota, LLC

CIVIL ENGINEERING AND LAND SURVEYING

13605 1ST AVENUE NORTH, SUITE 100, PLYMOUTH, MN 55441
TEL (763) 412-4000, FAX (763) 412-4090

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