

## LAND FOR SALE!

### Cerro Gordo County, Iowa Farm For Sale

## ~42.6 Gross Acres Crop, CRP, & Recreational Land

IRREGULAR PARCEL IN THE E1/2 SW1/4 & W1/2 SE1/4,
SECTION 31, FALLS TWP
ALL IN T97N - R19W, CERRO GORDO CO., IOWA

Asking Price - \$3,875.00/Acre

Subject to Surveyed Acres

Great opportunity to invest in farmland and recreational land near Mason City!



**Closing Broker Fred Greder** 

ph: 641-424-6983 · cell: 641-425-0080

www.benchmarkagribusiness.com · email: fred@benchmarkagribusiness.com Licensed Real Estate Broker in the State of Iowa



American Society of Farm Managers & Rural Appraisers

#### **SPECIAL PROVISIONS:**

- 1) Closing date is negotiable.
- 2) Selling subject to the current cash rent lease on the tillable acres for the 2023 crop season @ \$337/acre; cash rent proration is negotiable.
- 3) Earnest money deposit 10% of sale price.
- 4) The seller will provide an abstract at the seller's expense.
- 5) The seller will provide a certified survey at the seller's expense.
- 6) Buyer(s) must assume the CRP contracts or otherwise be responsible for any termination penalties as a result of improper maintenance practices and/or deciding to remove the land from the CRP. The proration of the CRP annual income payable on, or shortly after, October 1<sup>st</sup>, 2023 is negotiable. The buyer will receive 100% of the annual CRP payments in all subsequent years.
- 7) This sale is not subject to financing.
- 8) The cropland has been enrolled in the ARC program for the 2023 growing season. It will be the buyer's responsibility to provide the FSA office in their control County a copy of the recorded deed to authorize the FSA to assign the program contract, allotted bases and existing CRP contracts to the buyers.
- 9) Real Estate taxes will be pro-rated to date of closing. Unpaid special assessment to be paid by the seller. The semi-annual installment due September 30, 2023 will be credited to the buyer. It will be the buyer's responsibility to pay all other subsequent semi-annual payment.
- 10) If a buyer wants to get on the property prior to the closing for fencing, excavation, demolition, etc., ANY ACTIVITY WILL BE DONE AT THE PROSPECTIVE BUYER'S OWN RISK.
- 11) The FSA Form 156EZ says the "the tract contains a wetland or farmed wetland". Prospective buyers should independently determine the location the designated wetlands or farmed wetlands in the tillable acres prior to improving the existing artificial tile drainage or adding new artificial tile systems.
- 12) The sellers do not guarantee or warrant the occupation lines coincide with the survey lines.

#### **Property Description**

SIZE - ~ 42.6 Gross Acres - 9.48 tillable acres; 7.56 CRP acres; 18.4 CREP acres; 7.2 non-crop/recreational acres. Subject to certified survey.

LEGAL DESCRIPTION – Irregular parcel in the E ½ SW ¼ & W ½ SE ¼ Section 31, Falls Township All in T97N-R19W, Cerro Gordo County

REAL ESTATE TAXES - \$1,050.00 Estimated

TILLABLE ACRES — ~ 17.04 tillable; of which 7.56 acres are in the Conservation Reserve Program (CRP) acres; There are both NHEL (designated non-highly erodible (HEL) and HEL acres. The HEL acres are in the CRP; there are three CRP (Conservation Reserve Program)contracts 1) 1.1 acres in CP21 "Filter Strip" out in 2030 @\$220.00; 2) 0.68 acres in CP42 "Pollinator Habitat" out in 2032 @\$276.34; 3) 5.78 Acres, were in the CRP program CP4D — "Permanent Wildlife Habitat" program. The contract will expire on 9/30/2030; @ \$159.26/acre.

LOCATION – located outside of the City Limits of Mason City; no public utilities are available; no private well or sanitary sewer systems

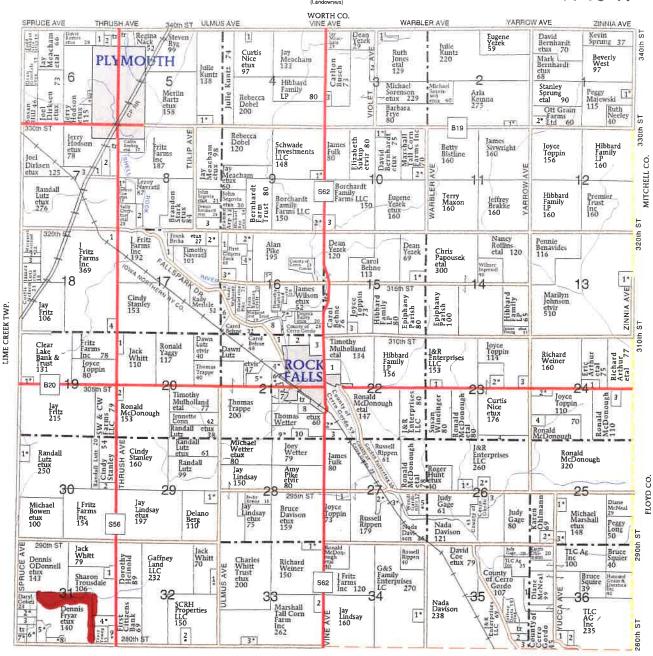
DRAINAGE – FSA Form 156EZ says "tract DOES contain a wetland or farmed wetland".

**IMPROVEMENTS - None** 

MINERAL RIGHTS - None of the mineral rights have been sold off.

POSSESSION - Selling subject to the current cash rent lease on 9.48 tillable acres for the 2023 crop season @ \$337/acre. The 2023 lease will be terminated by the Seller.

EASEMENTS - 18.4 Acres are enrolled in the IOWA CONSERVATION RESERVE ENHANCEMENT PROGRAM (CREP); expires in 2036.



#### PORTLAND TWP.

					1 OILI	ERIO IVII			
FALLS TOWNSHIP		SECTION 9		SECTION 18		3 GAUBATZ, JAMES	δ	SECTION 31	
SECTION 1 HOEFT, MATTHEW ETUX	5	2 BARNES, DAVID ETUX SECTION 10	10 10	1 FLAUCHER, CHERYL 2 Lutz, James Etux 3 Nelson, Curtis	14 6 10	4 J&R ENTERPRISES LLC SECTION 29	15	1 MCDONOUGH, RONALD 2 JONES, BRADLEY ETUX	11
EVENHAGEN, RANDY ETUX SECTION 2	10	1 DAVISON, JORDAN ETUX 2 WILLIAMS, RYAN ETUX	. 5 10	4 HAMRICK, SHARON SECTION 19	6	1 SCHULTZ, PATRICIA 2 ROSENBAUM, RUSSELL ETAL 3 J&R ENTERPRISES LLC	10 10	3 SHANKS, MARGARET 4 SAVAGE, GARRY ETUX 5 NEVE, BRANDON ETUX	10 15 11
SECTION 3	5	3 BORCHAROT, BETTY SECTION 13	10	1 RICHEY, JAY ETUX SECTION 20	6	4 J&R ENTERPRISES LLC SECTION 25	10	6 KINGERY, ADAM ETUX 7 GRAFTON, COREY ETUX	10
.OVIK, JERRY ETUX Bromley, Jonathan Vyborny, Mark	10 11 8	1 ARTHUR, RICHARD ETUX SECTION 15	10	1 HAINES, DARLENE 2 NEUBERGER, KYLE	10 7	1 WILKINS, RONALD ETUX 2 HEAVERLO, JAMES ETUX	6 11	9 ELSBERND, RANDAL ETUX SECTION 32	6 10
SECTION 4	6	1 BUDZINSKI, BRIAN ETUX 2 BAILY, DENNIS ETUX	11	SECTION 21 1 SCHAEFER, RAYMOND	13	3 PHILLIPS, BRIAN ETAL SECTION 26	6	1 WALKER, AMANDA ETAL 2 RHEINGANS, GEORGE ETUX	TO 10
SECTION 5	-	3 FULK, JAMES SECTION 16		2 JOST, KORY 3 RUPPELT, JOHN 4 SHULTZ, JOSEPH ETUX	9 14	1 DODGE, WILLIAM ETUX 2 FRIESE, NOAH ETAL 3 KAISER, DAVID	10 10	SEC'FION 33	10
SECTION 5		1 LEGGE, SARAH 2 JACKSON, JAMES ETUX	7 14	5 BOWERS, DAVE ETUX 6 GRIBBEN, KEVIN ETUX	10 14	SECTION 27	10	2 PETERS, RUSTY 3 DODGE, JAMES ETUX	8
ACK, REGINA .YMOUTH CEMETERY ASSN RKSEN, JOEL ETUX	7 5	3 NAVRATIL, DAVID ETUX 4 NAVRATIL, DAVID ETUX 5 MANNING, TRACY ETAL	11 12	7 WYBORNY, DANIE ETUX 8 ARNDT, RANDI	6 13	1 TIMPE, JUSTIN 2 TIMPE, JAMES ETUX 3 HUNT, ROGER ETUX	7 10	SECTION 34	10
SECTION 7 AVIG, ROGER		6 MERICLE TRUST, CRAIG ETUX 7 EVANS, JACKSON ETAL	16 6	9 WETTER, JOEY ETUX 10 WETTER, JOEY	12 11	4 COUNTY OF CERRO GORDO 5 SIEMS, DAVID ETAL	15 10	SECTION 35 1 MCNEAL DIANE	11
CHAMBER, LLOYD TY OF PLYMOUTH	10 18 10	8 SCHAEFER, RAYMOND 9 YOST, LANCE ETUX	16 9	SECTION 22  1 BORCHARDT, BRADLEY 2 DORENKAMP, LARRY ETUX	13	SECTION 29 1 DODGE, RICHARD ETUX	10	2 JACKSON TRUST 3 VERHELST, CAROL	7
CECTIONS		SECTION 17		2 OUTERNAME, LANKY ETUX	10	PECTION NO		SECTION 36	

11

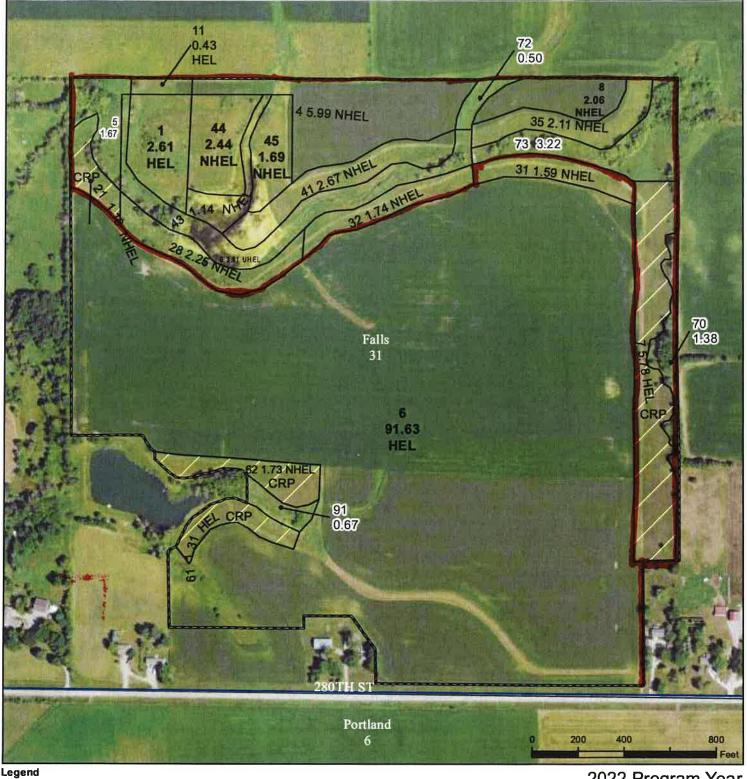
1. MYERS MAN

3 FULK, JAMES

1 ARP, JEANNE

Ü





Cropland Tract Boundary Wetland Determination Identifiers

lowa Roads

Restricted Use

Non-Cropland

// Limited Restrictions

Exempt from Conservation Compliance Provisions

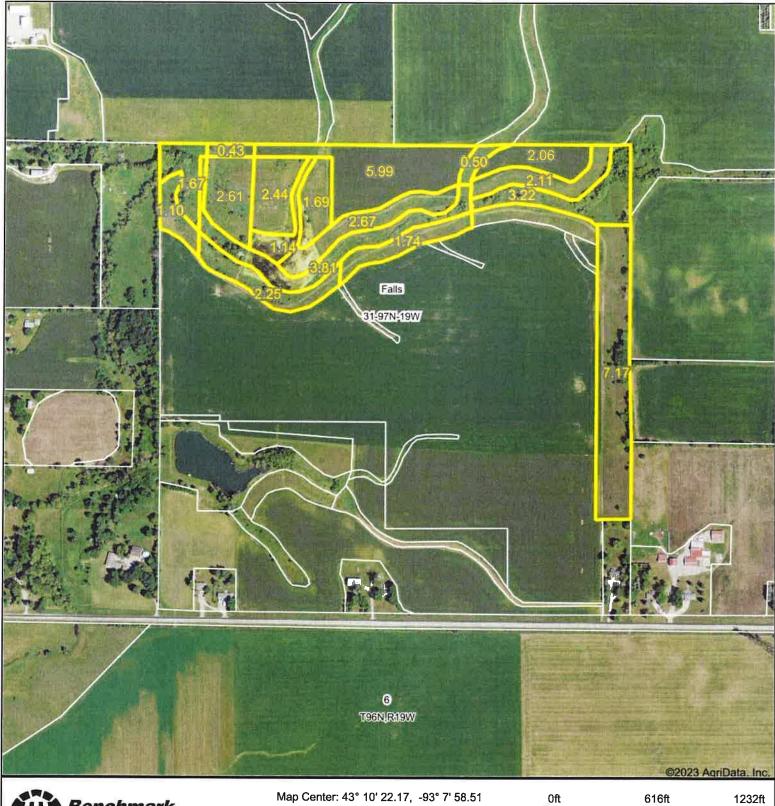
Tract Cropland Total: 132.08 acres

2022 Program Year Map Created April 08, 2022

Farm **6818** Tract **5606** 

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

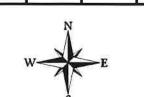
#### **Aerial Map**





Map Center: 43° 10' 22.17, -93° 7' 58.51

31-97N-19W **Cerro Gordo County** Iowa



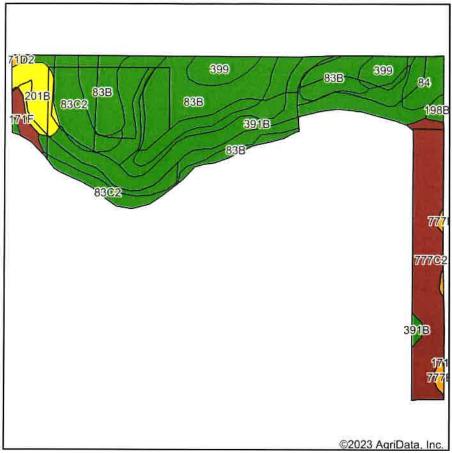
616ft

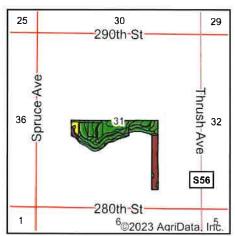
1232ft

1/27/2023



#### Soils Map





State: lowa

County: Cerro Gordo Location: 31-97N-19W

Township: **Falls**Acres: **42.6**Date: **1/27/2023** 







Soils data provided by USDA and NRCS.

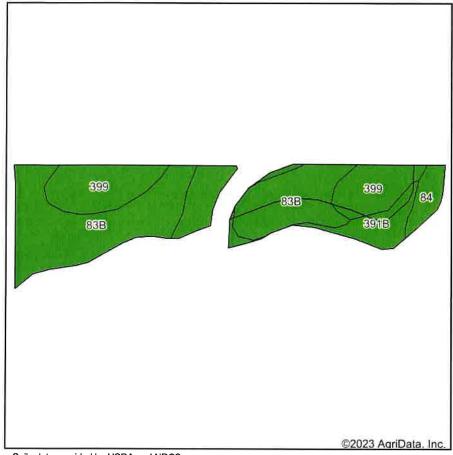
Area S	ymbol: IA033, Soil Area Version: 26	3										
Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	*i Corn Bu	*i Soybeans Bu	CSR2**	CSR	Corn Bu	Oats Bu	Soybeans Bu
391B	Clyde-Floyd complex, 1 to 4 percent slopes	13.34	31.3%		llw	216.0	62.6	87	78			
83B	Kenyon loam, 2 to 5 percent slopes	11.06	26.0%		lle	225.6	65.4	90	83			
777C2	Wapsie loam, 5 to 9 percent slopes, moderately eroded	6.86	16.1%		Ille	80.0	23.2	39	28			
83C2	Kenyon loam, 5 to 9 percent slopes, eroded	4.03	9.5%		Ille	204.8	59.4	84	66	212	88	61
399	Readlyn silt loam, 1 to 3 percent slopes	2.41	5.7%		lw	220.8	64.0	91	88			
201B	Coland-Terril complex, 1 to 4 percent slopes	2.04	4.8%		llw	208.0	60.3	76	62			
84	Clyde silty clay loam, 0 to 3 percent slopes	1.52	3.6%		llw	224.0	65.0	88	78			
171F	Bassett loam, 14 to 25 percent slopes	0.63	1.5%		Vle	129.6	37.6	33	23			
777B	Wapsie loam, 2 to 5 percent slopes	0.34	0.8%		lle	80.0	23.2	47	53			
198B	Floyd loam, 1 to 4 percent slopes	0.27	0.6%		llw	222.4	64.5	89	78			
171D2	Bassett loam, 9 to 14 percent slopes, eroded	0.10	0.2%		llle	163.2	47.3	54	51	162	81	44
			Weigh	ted Average	2.26	193.3	56	78.3	68.8	20.4	8.5	5.9

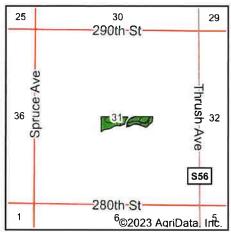
<sup>\*\*</sup>IA has updated the CSR values for each county to CSR2.

<sup>\*</sup>i Yield data provided by the ISPAID Database version 8.1.1 developed by IA State University.

<sup>\*</sup>c: Using Capabilities Class Dominant Condition Aggregation Method Soils data provided by USDA and NRCS.

#### Soils Map - non-CRP Tillable Acres only





State: lowa

County: Cerro Gordo Location: 31-97N-19W

Township: **Falls** Acres: **9.48** 

Date: 2/13/2023







Soils data provided by USDA and NRCS.

	data provided by Gobritana (11100)											
Arch	Archived Soils Ending 11/06/2022 Area Symbol: IA033, Soil Area Version: 25											
Code	Soil Description	Acres	Percent of field	CSR2 Legend	Non-Irr Class *c	*i Corn Bu	*i Soybeans Bu	CSR2**	CSR	Corn Bu	Oats Bu	Soybeans Bu
83B	Kenyon loam, 2 to 5 percent slopes	5.01	52.8%		lle	225.6	65.4	90	83	210	91	61
399	Readlyn silt loam, 1 to 3 percent slopes	2.41	25.4%		lw	220.8	64.0	91	88			
391B	Clyde-Floyd complex, 1 to 4 percent slopes	1.60	16.9%		llw	216.0	62.6	87	78			
84	Clyde silty clay loam, 0 to 3 percent slopes	0.46	4.9%		llw	224.0	65.0	88	78	193.5	76.5	56
	Weighted Average 1.75 222.7 64.6 89.7 83.2 120.4 51.8							35				

<sup>\*\*</sup>IA has updated the CSR values for each county to CSR2.

Soils data provided by USDA and NRCS.

<sup>\*</sup>i Yield data provided by the ISPAID Database version 8.1.1 developed by IA State University.

<sup>\*</sup>c: Using Capabilities Class Dominant Condition Aggregation Method



#### United Stat Department of Agriculture

#### Natural Resource Conservation Service

NRCS-CPA-026E 9/2000

#### HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION DETERMINATION

Name Address: Delores Lath 19288A 280 <sup>th</sup> Mason City, 1	Ŝt	Request Date:	7/15/05	County:	Cerro Gordo
Agency or Person Requesting Determination	FSA	Tract No:	2774	FSA Farm No.:	266

#### Section I - Highly Erodible Land

Is a soil survey now available for making a highly erodible land determination?	-
Are there highly erodible soil map units on this farm?	22

Fields in this section have undergone a determination of whether they are highly erodible land (HEL) or not; fields for which an HEL Determination has not been completed are not listed. In order to be eligible for USDA benefits, a person must be using an approved conservation system on all HEL.

Field(s)	HEL(Y/N)	Sodbuster(Y/N)	<u>Acres</u>	<b>Determination Date</b>
	-			
	724	(r)		
	. 2¥			
	:=:	( )#:		
	) E	(a)		
	<b>4</b> 5			
	9			
		-		

The Highly Erodible Land determination was completed in the-

#### Section II - Wetlands

Are there hydric soils on this farm?	-Y	
Fields in this section have had wetland determinations completed. See the	Definition of	— Wetland Label Codes for
additional information regarding allowable activities under the wetland con	servation pro	visions of the Food

Security Act and/or when wetland determinations are necessary to determine USDA program eligibility.

**Occurrence** Wetland **Determination** Certification Field(s) Acres Label\* Year (CW)\*\* **Date** Date 1 PC/NW 3 7/20/05 7/20/05 2 PC/NW 6.3 7/20/05 7/20/05 3 PC/NW 67.1 7/20/05 7/20/05 4 PC/NW 13.5 7/20/05 7/20/05 5 PC/NW 4.2 7/20/05 7/20/05 6 PC/NW 28.1 7/20/05 7/20/05 7 PC/NW 7.2 7/20/05 7/20/05 Un1 W 0.7 7/20/05 7/20/05 21 PC/NW 3.4 7/20/05 7/20/05 31 PC/NW 3.4 7/20/05 7/20/05 41 PC/NW 2.6 7/20/05 7/20/05 42 PC/NW 2.3 7/20/05 7/20/05

The wetland determination was completed in the -Office It was -mailed to the person on 7/20/05.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 202-720-2600 (voice and TDD).

Remarks:	Certified wetland	ermination was	completed at the request of lan	ner.
I certify the contained i	at the above determina n the National Food S	tions are correct a	and were conducted in accordanc	e with policies and procedures
Signature I	Designated Conservation	onist	Date	
Ton	y Mass	20	7/20/05	4

TIKE

ĕ

45

#### **Conservation Plan**

Customer(s): DELORES D LATHROP

District: CERRO GORDO SOIL & WATER CONSERVATION DISTRICT

Legal Description: Section 31 Falls

Field Office: MASON CITY SERVICE CENTER

Agency: NRCS

Assisted By: Tony W Moore



#### Legend



Consplan2
Certified Wetland

Image: Cerro Gordo Co - 2002 Orthophotos





**FARM: 6818** 

lowa

U.S. Department of Agriculture

Prepared: 1/30/23 9:36 AM

0

Farm Service Agency

Crop Year: 2023

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

. . .

Page: 1 of 2

NONE

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging fallures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

**Operator Name** 

Farm Identifier

NONE

NONE

JOHNSON, LUCAS

Transfer-Cerro Gordo 2022

Farms Associated with Operator:

6654, 6665

ARC/PLC G/I/F Eligibility: Eligible
Transferred From: 19033 - 0008829

CRP Contract Number(s): 11877B, 11875A, 11874A, 11886

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
139.52	132.08	132.08	0.0	0.0	0.0	11.25	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP		ative Sod			
0.0	18.35	102.48	0.0	0.0		0.0			
				ARC/PLO	;				
PLC	}	ARC-CO	ARC-	IC .	PLC-De	fault	ARC-CO-Defa	ult	ARC-IC-Default

NONE	CONN, SOTEN	NONE	NONE	NOIVE
Crop	Base Acreage	PLC Yleid	CCC-505 CRP Reduction	
CORN	69.12	159	0.00	
SOYBEANS	30.21	44	10.20	
Total Base Acres:	99.33			

NONE

Tract Number: 5606

Description 31-97-19 Falls

CORN SOVEN

FSA Physical Location: Cerro Gordo, IA

ANSI Physical Location: Cerro Gordo, IA

**BiA Range Unit Number:** 

NONE

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

						CRP	
Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	Cropland	GRP
139.52	132.08	132.08	0.0	0.0	0.0	11.25	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped		MPL/FWP	Native Sod	
0.0	18.35	102.48	0.0		0.0	0.0	

Сгор	Base Acreage	PLC Yleid	CCC-505 CRP Reduction
CORN	69.12	159	0.00
SOYBEANS	30.21	44	10.20
Total Base Acres:	99.33		

Owners: FRYAR, BONNIE

FRYAR, DENNIS

Page 1 of 1

CRP-1 U.S. DEPARTMENT OF AGRICULTURE (07-06-20) Commodity Credit Corporation	1. ST. & CO. CODE &	ADMIN. LOCATION 189	2. SIGN-UP NUMBER 53
CONSERVATION RESERVE PROGRAM CONTRACT	3. CONTRACT NUMB	<b>ER</b> 877B	4. ACRES FOR ENROLLMENT 2.41
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)	6. TRACT NUMBER	7. CONTRACT PERIOD	
WINNEBAGO COUNTY FARM SERVICE AGENCY 173 FIRST AVENUE	5606	FROM: (MM-DD-YYYY)	TO: (MM-DD-YYYY)
THOMPSON, IA50478-5053		10-01-2020	09-30-2030
	8. SIGNUP TYPE:		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 584-2221	Continuous		
THIS CONTRACT is entered into between the Commodity Credit Corporation (refe	erred to as "CCC") and the und	ersigned owners, operato	rs, or tenants

(referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 220.00	10. Identificati	on of CRP Land	(See Page 2 for ac	lditional space)	
9B. Annual Contract Payment \$ 530.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment \$	5606	21	CP21	1.10	\$ 0.00
(Item 9C is applicable only when the first year payment is prorated.)	5606	61	CP21	1.31	\$ 0.00

DADTICIDANTO //

11. PARTICIPANTS (If more than	three individua	als are signing, see Page 3.,	)	
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) DENNIS FRYAR 415 HEMLOCK MASON CITY, IA50401-2567	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) BONNIE FYAR 415 HEMLOCK MASON CITY, IA50401-2567	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY A. SIGNATU	RE OF CCC REI	PRESENTATIVE	1	B. DATE (MM-DD-YYYY)

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and NOTE: receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint filing\_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Page 1 of 1

(07-06-20) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation		& ADMIN. LOCATION 9 189	2. SIGN-UP NUMBER 57
CONSERVATION RESERVE PROGRAM CONT	3. CONTRACT NUM		4. ACRES FOR ENROLLMENT
CONSERVATION RESERVE PROGRAM CON	IVACT	L1886	1.33
5A. COUNTY FSA OFFICE ADDRESS (Include Zip Code)	6. TRACT NUMBER	7. CONTRACT PERIOD	
WINNEBAGO COUNTY FARM SERVICE AGENCY	5606	FROM: (MM-DD-YYYY)	TO: (MM-DD-YYYY)
THOMPSON, IA50478-5053	3606	06-01-2022	09-30-2032
	8. SIGNUP TYPE:		
5B. COUNTY FSA OFFICE PHONE NUMBER (Include Area Code): (641) 584-2221	Continuous		
THIS CONTRACT is entered into between the Commodity Credit Corpor	ation (referred to as "CCC") and the u	ndersigned owners, operato	rs. or tenants

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre \$ 276.34	10. Identificati	on of CRP Land	(See Page 2 for ad	lditional space)	
9B. Annual Contract Payment \$ 368.00	A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
9C. First Year Payment \$	5606	0092	CP42	0.68	\$ 360.00
(Item 9C is applicable only when the first year payment is prorated.)	5606	0094	CP42	0.65	\$ 345.00

11. PARTICIPANTS (If more than three individuals are signing, see Page 3.)

11. PARTICIPANTS (If more than	n three individua	als are signing, see Page 3.)		
A(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) DENNIS FRYAR 415 HEMLOCK MASON CITY, IA50401-2567	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
B(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code) BONNIE FRYAR 415 HEMLOCK MASON CITY, IA50401-2567	(2) SHARE 0.00 %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
C(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
12. CCC USE ONLY A. SIGNATU	IRE OF CCC REF	PRESENTATIVE	1	B. DATE (MM-DD-YYYY)

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filling deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint-filing-cust.html">http://www.ascr.usda.gov/complaint-filing-cust.html</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>. USDA is an equal opportunity provider, employer, and lender.

							Page 1 of
CRP-1	U.S. DEPARTMENT		E	1. ST	. & CO. CODE &	ADMIN. LOCATION	2. SIGN-UP
(07-06-20)	Commodity Cr	edit Corporation			19	189	NUMBER 54
					NTRACT NUMB	ER	4. ACRES FOR
CONSER	VATION RESERV	/E PROGRAM	I CONTRACT	-	11	874A	ENROLLMEN 5.78
5A. COUNTY FSA	OFFICE ADDRESS (In	clude Zip Code)		6. TR	ACT NUMBER	7. CONTRACT PERIO	D
NINNEBAGO COUNT 173 FIRST AVENU THOMPSON, IA504		ENCY			5606	FROM: (MM-DD-YYYY) 10-01-2020	TO: (MM-DD-YYYY 09-30-2030
				8. SIC	NUP TYPE:		
ED COUNTY FOA	A OFFICE BUILDING AUTO	250			eral		
	A OFFICE PHONE NUM ode): (641)584-2221	BEK					
comply with the teri Program Contract (i applicable contract	rms and conditions cont (referred to as "Appendi t period. The terms and	ained in this Contr x"). By signing bei conditions of this (	nd approved by the act, including the A low, the Participant contract are contain	CCC and the land the	Participant. Addi s Contract, entitle s receipt of a cop m CRP-1 and in t	agrees to implement on tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and	and CCC agree to conservation Reserve dices for the any addendum
comply with the ten Program Contract (i applicable contract thereto. BY SIGNIN addendum thereto;	rms and conditions cont (referred to as "Appendi t period. The terms and NG THIS CONTRACT PA and, CRP-2, CRP-2C, C	ained in this Contr x"). By signing be conditions of this RTICIPANTS ACKN RP-2G, or CRP-2C	nd approved by the act, including the A low, the Participant contract are contain IOWLEDGE RECEII 30, as applicable.	CCC and the land the	Participant. Addi s Contract, entitle s receipt of a cop m CRP-1 and in t LOWING FORMS	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append	and CCC agree to conservation Reservandices for the any addendum lix and any
comply with the ten Program Contract (in applicable contract thereto. BY SIGNIN addendum thereto; PA. Rental Rate Pe	rms and conditions conf (referred to as "Appendi t period. The terms and NG THIS CONTRACT PA and, CRP-2, CRP-2C, C er Acre \$159.	ained in this Contr x"). By signing bel conditions of this o RTICIPANTS ACKN RP-2G, or CRP-2C: 26	nd approved by the act, including the A low, the Participant contract are contain IOWLEDGE RECEII 30, as applicable.	CCC and the land the	Participant. Addis Contract, entitle cope of a	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append 2 for additional space	and CCC agree to conservation Reserve idices for the any addendum lix and any
comply with the ten Program Contract (i applicable contract thereto. BY SIGNIN addendum thereto; PA. Rental Rate Pe PB. Annual Contrac	rms and conditions confireferred to as "Appendi t period. The terms and NG THIS CONTRACT PA and, CRP-2, CRP-2C, Cer Acre \$159.  ct Payment \$921.	ained in this Contr x"). By signing bel conditions of this o RTICIPANTS ACKN RP-2G, or CRP-2C: 26	nd approved by the act, including the A low, the Participant contract are contain IOWLEDGE RECEII 30, as applicable.	CCC and the land the	Participant. Addis Contract, entitle receipt of a copm CRP-1 and in to LOWING FORMS	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append  2 for additional space e No.  D. Acres	and CCC agree to conservation Reservation Reservation Reservation any addendum any addendum E. Total Estimate
comply with the teri Program Contract (in applicable contract thereto. BY SIGNIN addendum thereto; 9A. Rental Rate Pe 9B. Annual Contract 9C. First Year Payr	rms and conditions confireferred to as "Appendi t period. The terms and NG THIS CONTRACT PA and, CRP-2, CRP-2C, Cer Acre \$159.  ct Payment \$921.	ained in this Contr x"). By signing bel conditions of this RTICIPANTS ACKN RP-2G, or CRP-2C 26	nd approved by the Act, including the Actor, includ	CCC and the I Appendix to this acknowledges ned in this Fori PT OF THE FOL On of CRP La	Participant. Addis Contract, entitle receipt of a copm CRP-1 and in to LOWING FORMS and (See Page	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append  2 for additional space e No.  D. Acres	and CCC agree to conservation Reservation Reservation Reservations for the any addendum lix and any  E. Total Estimate Cost-Share
comply with the term Program Contract (in applicable contract thereto. BY SIGNIN addendum thereto; BA. Rental Rate Pe BB. Annual Contract BC. First Year Payr (Item 9C is applicable) prorated.)	rms and conditions contifererred to as "Appendif the period. The terms and Nor THIS CONTRACT PA and, CRP-2, CRP-2C, Cer Acre \$159.  Ct Payment \$921.  ment \$ ble only when the first year.	ained in this Contr x"). By signing bel conditions of this of RTICIPANTS ACKN RP-2G, or CRP-2C: 26 00	nd approved by the act, including the Allow, the Participant contract are contain IOWLEDGE RECEIF 30, as applicable.  10. Identificati A. Tract No	c CCC and the lippendix to this acknowledges one of THE FOLLON of CRP La B. Field No 0007	Participant. Addis Contract, entitles receipt of a copm CRP-1 and in to LOWING FORMS  and (See Page  C. Practic	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append  2 for additional space e No.  D. Acres	and CCC agree to conservation Reservation Reservation Reservations for the any addendum lix and any  E. Total Estimate Cost-Share
comply with the term Program Contract (in applicable contract thereto. BY SIGNIN addendum thereto; PA. Rental Rate Per Pay. PA. Rental Rate Per Pay. PA. First Year Payr (Item 9C is applicable prorated.)  11. PARTICIPA A(1) PARTICIPA ADDRESS (Inc. ENNIS FRYAR	rms and conditions contifererred to as "Appendif the period. The terms and Nor THIS CONTRACT PA and, CRP-2, CRP-2C, Cer Acre \$159.  The transfer of the period of the peri	ained in this Contr x"). By signing belia conditions of this of RTICIPANTS ACKN RP-2G, or CRP-2C: 26 00 ear payment is three individual	nd approved by the act, including the Alow, the Participant contract are contain IOWLEDGE RECEIT 30, as applicable.  10. Identificati A. Tract No.	c CCC and the lippendix to this acknowledges one of THE FOLLON of CRP La B. Field No 0007	Participant. Addis Contract, entitles receipt of a copm CRP-1 and in the LOWING FORMS and (See Page C. Practice CP4)  (4) TITLE/REL INDIVIDUA	tionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix and S: CRP-1; CRP-1 Append  2 for additional space e No.  D. Acres	and CCC agree to conservation Reservation
comply with the term Program Contract (in applicable contract (in applicable contract thereto. BY SIGNIN addendum thereto; DA. Rental Rate Pe DB. Annual Contract DC. First Year Payr (Item 9C is applicable prorated.)  11. PARTICIPAN A(1) PARTICIPAN ADDRESS (inc	rms and conditions contifererred to as "Appendit for period. The terms and the trims and tri	ained in this Contr x"). By signing bel conditions of this of RTICIPANTS ACKN RP-2G, or CRP-2C: 26 00	nd approved by the act, including the Allow, the Participant contract are contain IOWLEDGE RECEIF 30, as applicable.  10. Identificati A. Tract No	c CCC and the lippendix to this acknowledges one of THE FOLLON of CRP La B. Field No 0007	Participant. Addis Contract, entitles receipt of a copm CRP-1 and in the LOWING FORMS and (See Page C. Practice CP4)  (4) TITLE/REL INDIVIDUA	itionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix S: CRP-1; CRP-1 Append 2 for additional space e No. D. Acres D 5.78  ATIONSHIP OF THE L SIGNING IN THE	and CCC agree to conservation Reservation
comply with the term Program Contract (in applicable c	rms and conditions contifererred to as "Appendit freferred to as "Appendit NG THIS CONTRACT PA and, CRP-2, CRP-2C, Cer Acre \$159.  ct Payment \$921.  ment \$ ble only when the first year and the first year	ained in this Contr x"). By signing belia conditions of this of RTICIPANTS ACKN RP-2G, or CRP-2C: 26 00 ear payment is three individual	nd approved by the act, including the Allow, the Participant contract are contain IOWLEDGE RECEIF 30, as applicable.  10. Identificati A. Tract No	c CCC and the lippendix to this is acknowledges and in this Form of CRP La B. Field No 0007	Participant. Addis Contract, entitles contract, entitles receipt of a copm CRP-1 and in the LOWING FORMS and (See Page C. Practice CP4)  (4) TITLE/REL INDIVIDUA REPRESENT (4) TITLE/REL (4) TITLE/REL	itionally, the Participant a ed Appendix to CRP-1, C y of the Appendix/Apper he CRP-1 Appendix S: CRP-1; CRP-1 Append 2 for additional space e No. D. Acres D 5.78  ATIONSHIP OF THE L SIGNING IN THE	and CCC agree to conservation Reservation Reservation Reservation Reservations and any addendum lix and any   E. Total Estimate Cost-Share  \$ 786.00

12. CCC USE ONLY A. SIGNATURE OF CCC REPRESENTATIVE

0.00%

(2) SHARE

415 HEMLOCK

MASON CITY, IA50401-2567
C(1) PARTICIPANT'S NAME AND

ADDRESS (Include Zip Code)

B. DATE (MM-DD-YYYY)

(MM-DD-YYYY)

(5) DATE

(4) TITLE/RELATIONSHIP OF THE

INDIVIDUAL SIGNING IN THE

REPRESENTATIVE CAPACITY

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.

(3) SIGNATURE (By)

Paperwork Reduction Act (PRA) Statement: The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <a href="http://www.ascr.usda.gov/complaint-filing\_cust.html">http://www.ascr.usda.gov/complaint\_filing\_cust.html</a> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: <a href="mailto:program.intake@usda.gov">program.intake@usda.gov</a>. USDA is an equal opportunity provider, employer, and lender.



Limited Restrictions

NATIONAL WETLAND LAYER

Exempt from Conservation Compliance Provisions

GIS\_IA.sde.clu\_a\_ia189

NAIP\USDA\_CONUS\_PRIME

RGB

Red: Red Green: Green

Blue: Blue



2021 Program Year

Map Created May 05, 2022

SEC: 31 TWP: Falls

FARM: 6818 TRACT: 5606

Cerro Gordo
USDA is an equal opportunity provider, employer, and lender

Doc. #: 2006-5818

Type: IEAS

Date: 07/07/2006 Time: 11:32 AM R: \$110.00 - Tf: \$0.00 - M: \$1.00 - Tc: \$1 - N: \$0

Collegn Pearce, Cerro Gordo County Recorder

Prepared by David L. Dorff, Assistant Attorney General, Iowa Department of Justice, Capitol Complex, Des Moines, Iowa 50319, 515-281-5351 Return: IA Dept. of ag att: Mary 1415 S. Monroe MC B. 11: IA Dept. of ag att: Randy Cooney wallace State Office Bldg DM IOWA CONSERVATION RESERVE ENHANCEMENT PROGRAM EASEMENT

For and in consideration of the sum of five thousand nine hundred eighty dollars and no cents (\$5,980.00), the sufficiency of which is hereby acknowledged by Grantor,

Allen M. Lathrop

(husband)

19288A 280th Street

Mason City, IA 50401

Delores D. Lathrop (wife)

19288A 280th Street

Mason City, IA 50401

Grantor(s)

does hereby grant to

Cerro Gordo Soil and Water Conservation District

1415 S. Monroe, STE B Mason City, Iowa 50401

Grantee, its successors and assigns, a thirty-year easement as described below, upon those parts of the following described land which has been restored, enhanced, or protected in the Iowa Conservation Reserve Enhancement Program (CREP), has significant ecological value as a means of reducing nitrate in surface waters, and is enrolled in the Conservation Reserve Program (CRP).

The property subject to this easement, referred to as the easement area, consists of [18.40] acres and is described on a Plat of Survey prepared by Tom W.G. Edgerton, L.S. dated 12/01/05. A reduced copy of said Plat of Survey is attached hereto as EXHIBIT A, and by this reference is incorporated herein.

Grantor covenants that he/she is the owner in fee simple of the above-described land and that the lands are free and clear of all encumbrances and liens except the following:

#### **Intent of Parties**

It is the intent of Grantor, by this conveyance, to grant a CREP easement to Grantee on, over, and across the above-described property, in order to conserve the ecological value of the property and to prevent the use or development of the property for any purpose or in any manner that would conflict with the maintenance of the practices established as part of the Iowa CREP. Grantee is willing to accept this grant of a CREP easement in order to extend the environmental benefits of the CRP contract subject to the reservations and the covenants, terms, conditions, and restrictions set out herein and imposed hereby. The easement granted is for 30 years in duration, shall run with the land, and shall be binding upon and benefit the successors or assigns of both Grantor and Grantee.

#### **Conditions**

This easement is subject to the following conditions:

- 1. Grantee shall have the right to enforce by proceedings at law or in equity the covenants set forth below, it being agreed that there shall be no waiver or forfeiture of Grantee's right to ensure compliance with the covenants and conditions of this easement by reason of any prior failure to act.
- 2. Grantor shall maintain vegetative cover and structural practices for the life of the easement. Grantor shall restore to the original specifications any improvement which Grantor, without prior approval of Grantee, has altered or permitted to be altered. Maintenance includes any necessary replanting of vegetative cover and repair of the structure.
- 3. Grantor shall manage wetland water levels as needed to balance water quality performance and vegetation distribution. Except when drawdown is needed for vegetation reestablishment, the water level control structure shall be maintained at the water level specified in the original wetland design plan. After initial vegetation establishment, when the wetland pool area less than three feet deep becomes devoid of vegetation, or upon recommendation of the NRCS, SWCD, and IDALS-DSC, or their designees, the water level in the wetland shall be lowered for vegetation re-establishment. The period of this drawdown shall be as needed to re-establish the vegetation and shall not exceed one year. Water-level manipulation will be done in such manner as to not infringe upon the vested drainage rights of up-stream or down-stream landowners.
- 4. Grantee is granted the right of ingress and egress to the Easement area to inspect the same to determine compliance with the terms of the CRP contract and this easement. This includes the right to take Global Positioning measurements or land surveys and to record measurements in a conservation practices database.
- 5. Except as otherwise allowed hereunder, there shall be no commercial, industrial, or single or multiple dwelling activity undertaken or allowed on the above-described property during the period of this easement, nor shall any right of passage across or upon the above-described property be allowed, except for the use and enjoyment of Grantor, Grantor's family members, and Grantor's guests as allowed hereunder, absent the consent of Grantee.

- 6. There shall be no construction or placement of temporary or permanent buildings, docks or other structures. There shall be no mobile homes, trailers, or recreational vehicles providing permanent living quarters placed on the above-described property by either Grantor or Grantee. Existing structures may be maintained, but may not be used for living quarters.
- 7. There shall be no building of new roads or widening of existing roads.
- 8. There shall be no filling, excavating, mining or drilling; no removal of topsoil, sand, gravel, rock, minerals, gas, oil or other products that result in the alteration of the surface topography of the above-described property; no disturbance of natural (uncultivated) vegetation; and no installation of mechanical devices upon the above-described property.
- 9. There shall be no commercial timber harvest or livestock grazing on the above-described property for the life of the easement.
- 10. There shall be no use of the above-described property for dumping of refuse, trash, garbage, rubbish, junk, ashes, farm waste, or other waste material.
- 11. Grantor reserves all rights as owner of the property, including the right to use the above-described property for purposes not inconsistent with the CRP contract or the terms or conditions of this easement provided that these uses shall be in full accordance with all applicable local, state and federal laws and regulations.
- 12. Grantor further reserves the following specific rights:
  - A. The right to maintain and replace existing structures and roads.
  - B. The right of Grantor, Grantor's family members, and guests to hunt, temporarily camp, place temporary hunting blinds or stands, and make recreational use of the above-described property, provided such use does not impact the ecological significance and value of the easement area, and provided such use is conducted in accordance with state and federal regulations. Grantor further reserves the right to charge a fee to guests for such uses.
  - C. The rights to all minerals, gas, oil, and other hydrocarbons currently held by Grantor, shall remain with Grantor and are not conveyed by this easement.
- 13. Grantor, successors and assigns, shall pay any real estate taxes or assessments levied by competent authority on the above-described property.
- 14. No right of access to the general public to any portion of the above-described property is conveyed by this Easement, absent the consent of grantee.
- 15. Grantee expressly recognizes federal CRP 15-year contract #1314 dated October 1, 2006, encumbering some or all of the property subject to this easement. To the extent that any inconsistencies exist between the CRP contract and this easement, the latter is subordinated to the former and the provisions in the CRP contract shall control over the provisions in this easement for the duration of the 15-year CRP contract.
- 16. Eligibility of the above-described property under United States Department of Agriculture (USDA) programs after expiration of this easement shall be governed by applicable USDA rules and regulations.

- 17. Grantor's authority and power to revert the above-described property to its documented prior condition and use after expiration of this easement is regulated by and subject to United States Army Corps of Engineers Section 404 permit number CEMVR-OD-P-2005-1129 attached hereto as EXHIBIT B. Reversion must occur within five years after easement expiration. A plan describing the location and size of drainage tiles disabled and landuse prior to wetland establishment, and NRCS-CPA-026E (Highly Erodible Land and Wetland Conservation Determination), are attached hereto as EXHIBITS C and D to document "prior condition" under the provisions of Section 404 permit number CEMVR-OD-P-2005-1129. If additional drainage tiles are located during construction, their location and size will be described in a plan filed as an affidavit concerning this easement. Grantee cannot guarantee applicable wetland regulations at the time of easement expiration.
- 18. Grantor shall be responsible for written notification to any present tenant or subsequent tenant of the existence of this easement and where a copy of the same may be located.
- 19. Grantor and Grantee recognize that this document cannot address every circumstance that may arise in the life of the Easement. The parties agree that the purpose of this easement to extend the CRP contract is to preserve, enhance, restore, and maintain the natural features and nitrate removal capacity of the above-described property. Any use or activity not reserved in this agreement which is inconsistent with the purposes of this easement, or which materially threatens the purpose of this easement, is prohibited.
- 20. The terms of this easement shall be deemed to run with the land and be binding upon and benefit all successors and assigns of both Grantor and Grantee.

Words used in this easement including the acknowledgment below shall be read as plural or singular and as masculine, feminine or neuter as required by the context.

Signed this 12 day of June, 2006

(Signature of Grantor)

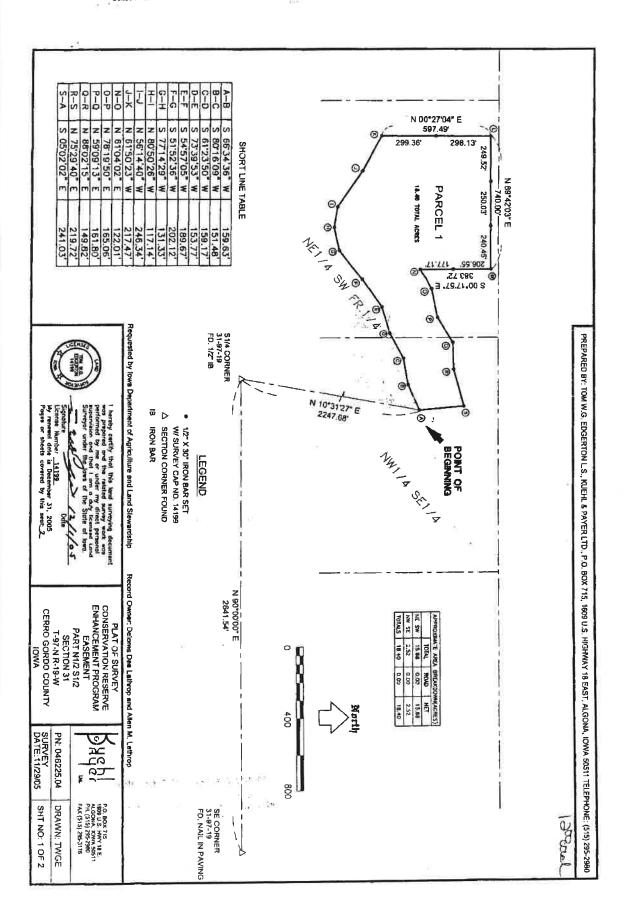
(Signature of Grantor)

STATE OF IOWA	
SSS COUNTY OF Cerro Cordo	
On this 12th day of ture , 2006, A for said county, personally appeared Allen M. be the person named in and who executed the foregoing executed the Notary Public in the State of Iowa	(athern to me known to
My commission expires	MARY F EVERHART Notarial Seal - lawa Commission # 188277 My Commission Expires Jan 15, 2009
SSS COUNTY OF Cerro Gordo	Charles of the Charles of the College of the Colleg
tor said county, personally appeared <u>Defores</u> be the person named in and who executed the foregoing	D., before me a Notary Public, in and D. Lathrop, to me known to instrument, and acknowledged that same as her voluntary act and deed.
My commission expires /-/5, 20 <u>09</u> .	MARY F EVERHART Notarial Seal - lowa Commission # 188277 My Commission Expires Jan 15, 2009

Doc. #: 2005-10938 Type: ISUR Pages: 2 Date: 12/05/2005 Time: 10:45 AM R: \$10.00 - TI. \$0.00 - M: \$1 00 - Tc: \$1 - N: \$0 Pyml: Cash

AUD

Collegn Pearce, Cerro Gordo County Recorder



# DESCRIPTION: PARCEL 1, CONSERVATION RESERVE

PREPARED BY: TOM W.G. EDGERTON L.S., KUEHL & PAYER LTD., P.O. BOX 715, 1609 U.S. HIGHWAY 18 EAST, ALGONA, IOWA 50511 TELEPHONE: (515) 295-2980

## ENHANCEMENT PROGRAM EASEMENT A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NIWIN SE1/4) AND THE NORTHEAST QUARTER (NIMIN SE1/4) AND THE NORTHEAST FR. 1/4) OF SECTION 31, TOWNSHIP 97 NORTH, RANGE 19 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the South Quarter (51/4) comer of said Section 31; thence North 10°3127° East, a distance of 1247 foll feat to the Point of Beginning, thence South 6°329° West, a distance of 150.53 feet; thence South 8°15'09° West, a distance of 150.71 feet; thence South 73°139'53° West, a distance of 150.71 feet; thence South 54°570° West, a distance of 150.77 feet; thence South 54°570° West, a distance of 150.77 feet; thence South 51°30'53° West, a distance of 120.212 feet; thence South 77°1429° West, a distance of 120.212 feet; thence South 00°270'4 feet; thence North 61°50'23° West, a distance of 20°212 feet; thence North 61°50'23° West, a distance of 121.47 feet; thence North 61°50'23° West, a distance of 121.77 feet; thence North 61°50'23° West, a distance of 121.77 feet; thence North 61°50'23° West, a distance of 170° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence South 63°19'50° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence South 63°10'20'2° feet; distance of 16°50 feet; thence North 61°50'20'2° feet; thence North 61°50'24° feet; thence North 61°50'24° feet; thence South 63°10'20'2° feet; thence North 61°50'20'2° feet; distance of 16°50 feet; thence South 63°10'20'2° feet; thence North 61°50'20'2° feet; thence North 61°50'20'2°

5	JIM INAD BS METERS	4S	B	GEODE
	NORTHING	EASTING		
4	4780289.74	489336.27	<	4
m	4780270.71	489291.51	<u>a</u>	A
U	4780263.21	489245.97	C	4
٥	4780240.29	489203.24		1
ш	4780227.41	489158.20	ı	1
ц	4780194.55	489110.67	ı	4
O	4780156.86	489061.97	<u>.</u>	4
I	4780148.29	489022.89	I	4
	4780154.21	488987.69		4
_	4780196.33	488925.58	-	4
¥	4780227.99	488867.38	×	43
4	4780410.00	488870.04	Ŀ	4
Σ	4780409.66	489095.49	Σ	4
z	4780292.75	489095.31	z	43
0	4780310.52	489127.96	0	43
۵	4780320.36	489177.28	a	43
d	4780345.34	489219.77	o	43
2	4780346.60	489265.40	α	43
S	4780362,93	489330.32	U.	43

	GE	GEODETIC WGS 1984	4
STING		LATITUDE	LONGITUDE
9336.27	∢	43.1031064	-93.0752332
3291.51	В	43.1030445	-93.0754313
3245.97	O	43.1030200	-93.0756330
3203.24	۵	43.1029454	-93.0758221
158.20	ш	43.1029035	-93.0800215
3110.67	ıL	43.1027967	-93.0802318
061.97	O	43.1026743	-93.0804472
9022.89	I	43.1026463	-93.0806203
69.786		43.1026653	-93.0807762
1925.58	7	43.1028015	-93.0810516
1867.38	¥	43.1029038	-93.0813096
1870.04	) D	43.1034939	-93.0812992
095.49	Σ	43.1034939	-93.0803005
095.31	z	43,1031150	-93,0803005
127.96	0	43,1031727	-93.0801560
177.28	а	43.1032049	-93.0759376
219,77	a	43.1032861	-93,0757496
265.40	ď	43.1032904	-93.0755475
330.32	S	43.1033437	-93 0752601