



United States Department of Agriculture

November 13, 2020

Sky View Financial
c/o Wendell Sollars
3190 Mormon Trail
Ellston, Iowa 50074

Dear Mr. Sollars:

Enclosed is an approved Compatible Use Agreement (CUA) associated with your Department of Agriculture – Natural Resources Conservation Service (NRCS) Agricultural Conservation Easement Program – Wetlands Reserve Easement (ACEP-WRE) agreement #666424110143Y, with authorization # 2021-01, which is located in Caldwell County, Missouri. Those compatible uses granted back to you are for a specified period, frequency, and duration and follow NRCS best management practice guidelines for easement programs. See the CUA for statement of effect, compatibility, and special conditions. The CUA is valid through December 31, 2026.

NRCS retains the right to modify or cancel this CUA at any time if NRCS determines that such activities do not further the protection and enhancement objectives of the easement, or that the landowner has failed to comply with the specified terms and conditions of the agreement. The landowner engages in such activities at their own risk. This authorization does not vest any right of any kind in the landowner. This authorization is null and void after the expiration date specified above. By signing the CUA, the landowner agrees to the terms described on any referenced documents.

If you require additional information, please contact the Wetland Emphasis Team in Chillicothe, Missouri, at (660) 646-6220 extension 6, from 7:30 a.m. through 4:00 p.m., Monday through Friday. Thank you for your continued support in ACEP.

Sincerely,

J. Christopher Hamilton
Assistant State Conservationist –Water Resources and Easements

Enclosures

cc:

David Ritchhart, Wetland Team Leader, NRCS, Chillicothe, Missouri
Julia Kamps, Wetland Conservation Technician, DU, Chillicothe, Missouri
Mike McClure, Wetland Services Biologist, MDC, Chillicothe, Missouri

**UNITED STATES DEPARTMENT OF AGRICULTURE
Natural Resources Conservation Service
WRP COMPATIBLE USE AGREEMENT**

County: Caldwell	Contract Number 666424110143Y Authorization Number: 2021-01	Expiration Date: December 31, 2026
<p>A. Person Responsible for Agreed-To Activities (Name, Address, & Tel. No.) Sky View Financial c/o Wendell Sollars 3190 Mormon Trail Ellston, Iowa 50074</p>		
<p>B. Is this authorization assignable to subsequent landowner(s)? YES <u>X</u> NO <u> </u> (NRCS initial Block) <div style="float: right; border: 1px solid black; padding: 2px;">JK</div> <div style="float: right; border: 1px solid black; width: 40px; height: 20px; margin-left: 10px;"></div> </p>		
<p>C. Purpose: To permit the landowner or their assigns to perform/conduct the following Compatible Uses for the specified period, frequency and durations:</p> <ol style="list-style-type: none"> 1) To allow prescribed burning with an approved Burn Plan from NRCS or MDC PLC/Biologist with restrictions on acreages, timing and frequency. 2) To control woody encroachment and plant succession in herbaceous fields by mowing, disking with restrictions on areas to affect and timing. 3) To plant food plots with restrictions to size, distance from other food plots and individual sizes as supplemental foods for wildlife and not for harvest. 4) To use selective herbicides to control noxious weeds and suppress unwanted vegetation as directed by the WET team. 5) To provide levee maintenance by mowing or prescribed burning during certain periods of the year with certain restrictions on mowing /burning frequency. 6) To allow for water level manipulations to provide varying depths and coverage within pools and provide critical water bird and other wetland wildlife seasonal habitat. 7) To allow for hunting and observatory structures under special circumstances. 8) Trails, field roads and levee tops are points of access. 		
<p>D. Location Description (Attach a copy of map showing approximate area of compatible use.): S5 T56N R26W</p> <p>Total easement Acreage = 103.7 Total Pool Acreage = 51.8 Total Herbaceous Acreage = 96.2 Total Wooded Acreage = 7.5</p> <p>See attached map.</p>		
<p>E. Beginning Condition of Site: All restoration is complete. Per monitoring performed, all fields progressing as planned.</p>		
<p>F. Statement of Affect & Compatibility: NRCS issues certain compatible uses to the landowner at their request to maximize benefits to migratory birds, T/E species and other wetland wildlife and to provide outdoor recreational opportunities. The above listed compatible uses have been deemed acceptable by the WET team administrating the easement.</p>		
<p>G. Special Conditions: Specifications and other details Including information from consultation with FWS, CD and State Wildlife Agency.</p> <ol style="list-style-type: none"> 1) Total herbaceous acreage is 96.2 acres. You may burn up to 33% of the total herbaceous area (31.7 acres) with an NRCS/MDC approved plan. Burning will be conducted between the dates of March 1 through April 30 or between the dates of July 15 through September 30 only unless the WET allows a variance with differing dates in writing. Acres mowed, disking or hayed cannot be burned the same calendar year. 2) Total herbaceous acreage is 96.2 acres. Portions of all herbaceous fields may: <ul style="list-style-type: none"> • ...be mowed or disking once annually. • ...area to be disturbed will be allowed over 33% of the herbaceous area not to exceed 31.7 acres annually. Any changes to this acreage will be authorized by the WET by Addendum. • ...mowing/disking <u>may only be implemented</u> after July 15 to avoid the primary nesting period unless authorized by the WET by Addendum. • Acres burned or hayed cannot be mowed or disking during the same calendar year. • The landowner is responsible for the control and eradication of all local, county or state listed noxious plants. 		

3) Food plots:

- ...may not exceed 5% of the easement area (51 acres).
- ...may not exceed an individual size greater than 1.0 acres.
- ...must be planted at least 50' apart and it's suggested it be rotated annually to create young browse.
- ...may only be planted in herbaceous fields. Other fields require approval of the WET. If food plots are planted in non-herbaceous areas or areas planned for natural regeneration to trees and will not be rotated.
- ...must in no way adversely impact wetland conditions and water level management on the Easement.
- ...must not be for harvest and will be left standing as food and structure for wildlife.
- ...seed sources are restricted to row crop, cereal grains, millets, buckwheat or other seed sources as identified by the WET in writing.

4) If herbicides are used on food plots or other portions of the Easement, the Landowner must contact the WET prior to any herbicide application. The WET will provide the landowner a WIN-PST report which identifies the approved herbicides for use on the easement area.

5) Levee sides may be mowed once annually for maintenance and levee tops may be mowed twice annually to provide access but not between the dates of the primary nesting season of May 1 through July 15 of the year. Levees can also be burned once every three years between March 1 and April 30. All burning will be conducted in accordance with a NRCS or MDC approved burn plan. Landowner is responsible to protect the water control structure(s) during any mowing or burning.

6) Manipulation of water control structures (WCS) must be in accordance with an NRCS provided plan (see attached plan).

7) Hunting and observatory structures allowed in the future must follow the criteria stated in the current "ACEP-WRE Structure and Infrastructure Policy in Missouri" or as authorized by a CUA.

8) Trails, field roads and levee tops are points of access for landowner and NRCS for maintenance, management and monitoring efforts and may be maintained for traversing the easement area.

OK KD G 10Nov20

Attachments: map, water management plan, WIN-PST Herbicide Report, NRCS structure policy

NRCS retains the right to modify or cancel this compatible use authorization at any time if the NRCS determines that such activities do not further the protection and enhancement objectives of the easement, or that the landowner has failed to comply with specified terms and conditions. The landowner engages in such activities at his/her own risk. This authorization does not vest any right of any kind in the Landowner. This authorization is null and void after the expiration date specified above. By signing this document, the landowner agrees to the terms described above and on referenced documents.

Recommended (NRCS Signature, Title, Date)

J. Hamilton DU 11/4/2020

Landowner or Representative (Signature, Date)

SKY VIEW FINANCIAL, INC.
J. Hamilton 10-31-2020
Wendell Sollars, PRES/SEC Date

Approved (NRCS Signature, Title, Date)

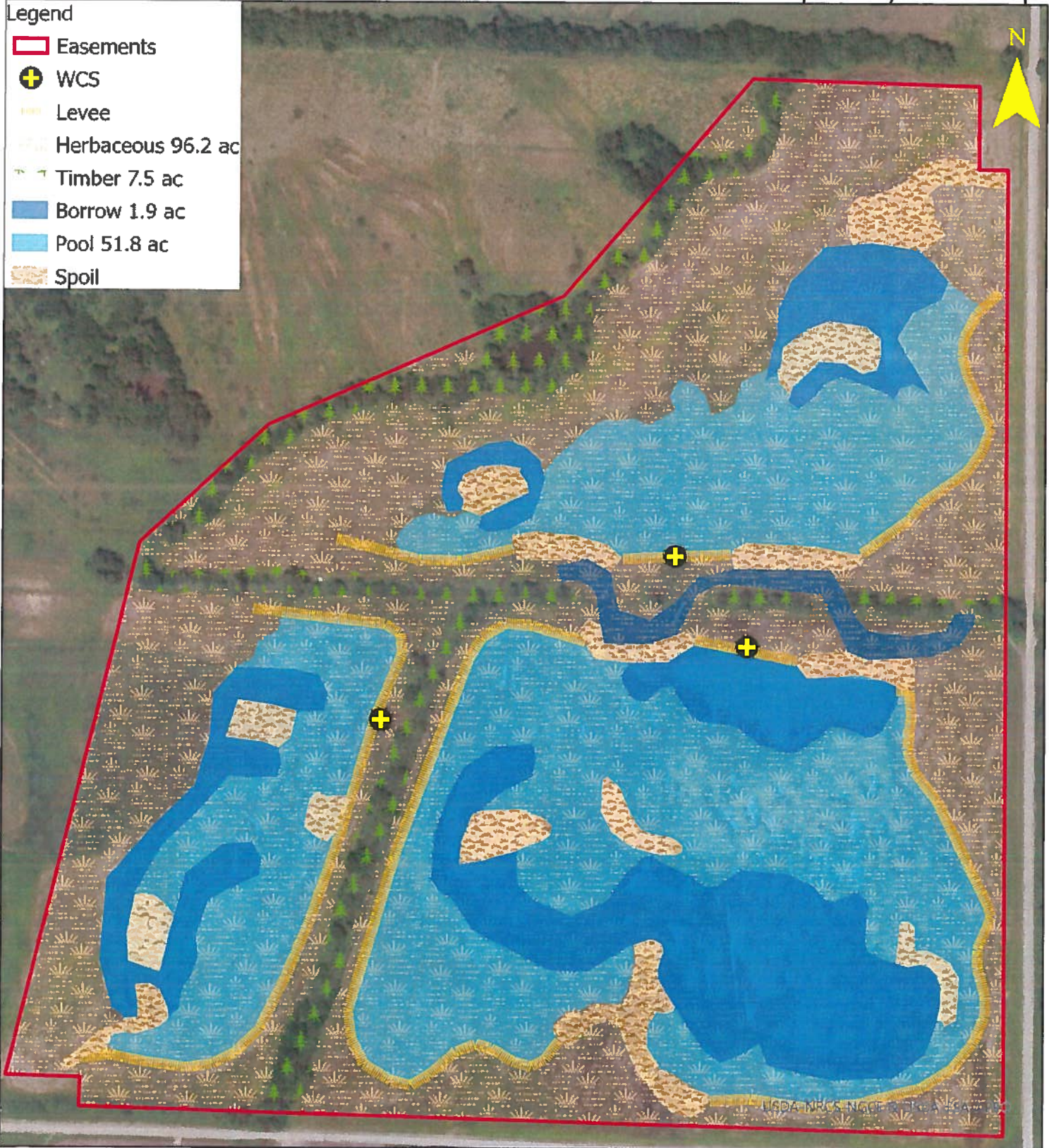
J HAMILTON

Digitally signed by J HAMILTON
Date: 2020.11.12 15:41:53 -06'00'

Landowner: Sky View Financial
Approx. Area: 103.7 ac
Location: S5 T56N R26W

Prepared by: Julia Kamps

- Legend
- Easements
 - WCS
 - Levee
 - Herbaceous 96.2 ac
 - Timber 7.5 ac
 - Borrow 1.9 ac
 - Pool 51.8 ac
 - Spoil



Date Created: 10/23/2020

SKY VIEW FINANCIAL WETLAND RESERVE WATER MANAGEMENT PLAN

Contract #666424110143Y Caldwell County, Missouri

MANAGEMENT OBJECTIVE: To provide quality, diverse wetland habitat with an emphasis on waterfowl use and recreation. You are not obligated to actively manage your wetland. This plan is meant to be a flexible set of guidelines. If you choose to actively manage water depths, the following information is intended to help you optimize plant response in your wetlands for maximum food and cover conditions for wildlife. Adjust dates annually with changing weather patterns to maximize diversity in your wetland.

****This plan pertains to fields that have water control structures in place that allow for seasonal water level manipulation and assumes a full pool going into spring.****

General Considerations: If wetland pools dependent on opportunistic flooding are completely drained and dried, water may be unavailable by opening date of waterfowl season in the fall. Missouri tends to have low precipitation in early fall. Recharge may not occur until later in the fall or early winter.

WATER MANAGEMENT: DRAW-DOWNS

Why manage? Typically, restored wetlands, such as yours, are managed (drained) in order to maximize annual seed producing plants for waterfowl.

- Due to the shallow water depths of your wetland, active water management (physical draining) may be unnecessary unless vegetation problems arise.
- Allowing water levels to fluctuate with natural wet/dry cycles as they occur throughout the year helps to insure a diverse plant community. After disturbance, opportunistic wetting of moist soil plants in summer by normal precipitation or supplementary flooding can provide excellent feeding opportunities for shorebirds and early migrants like blue wing teal.
 - Puddle ducks like mallards and teal prefer shallow water. Mallard's prefer feeding in water 6" or less.
 - You can generally expect the following plant responses to drawdown times:
 1. Early drawdown (March 15 – April 30) will encourage broad leaved plants like annual smartweeds
 2. Mid-term draw-downs (April 30 – June 15) boost some annual smartweeds, nut sedge, and wild millets.
 3. Late draw-downs (June 15 – August 1) usually produce plants like beggar ticks (bidents) and grasses like crab grass, millet, panic grass, and sprangletop.

Note: More than 3 to 5 years without disturbance may result in increase in less desirable perennial plants like swamp smartweed and a decline annual seed producing plants like wild millet and annual smartweeds.

The emergence of persistent wetland vegetation like cattails and river bulrush are not reason for alarm. The presence of these plants is an indication of a healthy, diverse wetland. Strive to keep the area covered by these species between 15% and 35%. These plants play an important role in the life cycle of migrating waterfowl by providing high protein animal food sources in the form of insects, crustaceans and other invertebrate larvae.

- Monitor vegetation responses and progression during each growing season and from year to year. This will aid in the early detection of problem vegetation before it gets a foothold.
- If you choose to actively manage water in your pools, vary the drawdown time between pools as well as between years. This plan employs a High water, Low water and Mid-level management strategy.

ACTIVE WATER MANAGEMENT:

DRAWDOWN

• **High Water Management-**

- Do not manually drain pool. Hold water and allow evaporation to occur allow pool level fluctuation with naturally occurring weather patterns.

• **Low Water Management-**

- Begin slowly draining (1" or less per day) the pool around March 1st. Continue this process until the pool is dry.

- This is the year to address existing or developing vegetation problems and perform soil disturbances or plant food plots.

• **Mid-level Management:**

- Begin slowly draining the field after May 1st (less than 1" per day). Continue drawdown until you have lowered the water level approximately 6".

- Allow water levels to fluctuate with natural precipitation cycles. This will provide shorebird habitat. The transition zone (mudflat) is where willow and maple seedlings are likely to become invasive. Be prepared to disturb with disking or mowing if necessary as allowed in the Compatible Use Agreement.

- Resume slow drawdown in late May or early June and continue until the water level drops another 6".

- Resume draining around July 1st and continue until water levels drop another 8" to 12".

- Allow the remainder of the pool to fluctuate with naturally occurring weather patterns.

Repeat the Cycle: Make adjustments for changing precipitation or drought conditions.

FALL FLOODING

• **Natural flooding** – Make sure all Water Control Structures (WCS) are closed to begin catching water from rainfall and to provide habitat for migrants.

- Stagger the timing and levels of stop-log boards when closing the WCS on a yearly basis to provide a variety of habitats and more closely mimic natural systems.

• **Early flooding-** Put boards in water control structure August 1 – 10th

- Closing the WCS during the latter part of July or first weeks of August, will provide habitat during peak shorebird migration and early waterfowl migration.

- Early flooding makes food available for use which may reduce food availability during the late fall and winter migration in November. Food availability for overwintering waterfowl may be reduced using this flood schedule.

• **Midseason flooding-** Put boards in water control structure on October 1 – 10th

- Closing the WCS between Oct 1 and Oct 10, will provide habitat for the later migrating waterfowl.

- Under this scenario, more food is available for overwintering waterfowl.

• **Late season flooding-** Put boards in water control structure November 1 – 10th

- Closing the WCS after Nov. 1 will make food available to waterfowl through most of the winter and for the early spring migrants.

- The decaying vegetation will provide food for invertebrates (ex. insects and crustaceans) for waterfowl and shorebirds to feed on during the spring migration.


VEGETATION MANAGEMENT

Aside from providing water, managing the structure (height, thickness, etc.) of your vegetation will be the key to your success in terms of waterfowl use.

1. As soon as conditions allow after July 1st, mow up to 33% of the pool area. Set mower at the highest setting. Mowing in July will set plants back, resulting in shorter plants at maturity. Generally moist soil plants will have plenty of time to make seed. Mowing "releases" desirable vegetation in the understory, allowing it to grow and make seed.

Mow in a "mosaic" pattern, not in blocks, to better mimic natural landscape features and promote a diversity of vegetation across elevations.


This:



↑

↓

Not this:



Managing vegetation height will ensure waterfowl can see the water on your wetland from great distances, maximizing use.

2. Mow additional areas of the shallowest portions of the pool as short as possible (up to 30%) in mid-September to maximize water visibility, improve habitat for invertebrates (bugs) sought after by early migrants, and provide shorebird habitat.
3. Periodic soil disturbance (disking) is necessary to rejuvenate the natural seed bank. Plan to carry out this activity during Low Water management years. Plant species such as *Aster sp.* or spike rush are good indicators of the need for a disturbance. When mowing, concentrate on undesirable vegetation.

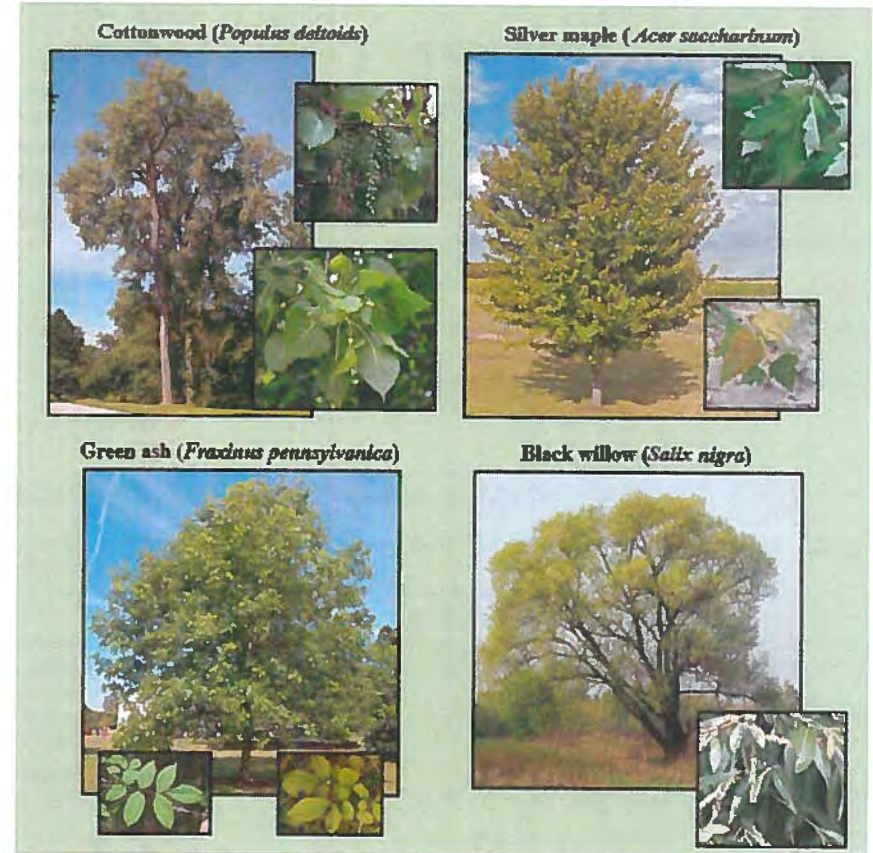


Examples of potentially problematic vegetation:

1. Giant ragweed (horse weed), sunflower, and cocklebur. These plants are not desirable and generally come on during dry times. Control is relatively easy, especially if you have the ability to pump. These species will not tolerate inundation during the growing season, so flood during July or August and hold. Other means of control are disking and/or mowing. Once again, establish a level of tolerance (typically less than 15% coverage).



2. Woody invasion: Typically defined as cottonwood, silver maple and/or green ash. Willows are not a great concern, in moderation. Avoid purposefully pulling water down during the fruiting period of these species in late May or early June. All four of these species are wind borne and require fresh mud flats for germination. In the event of an outbreak of trees, attack them early with a disk. If disking does not adequately control the trees, use prescribed burning. We can help with this.



3. Cattails, river bulrush, lotus (lily pads). These plants species are not undesirable unless they become dominant. If overabundant they can choke out more desirable seed producing plants and reduce open water. It often is virtually impossible to keep these plants out, so determine a level of tolerance and work to stay within it. 25% coverage of the pool is usually an acceptable level. As levels exceed this, enact controls such as disking. Use chemical treatments only as a last resort.

*Note: These plant species are a natural occurrence in wetlands and provide many benefits to waterfowl and other wildlife during various stages of their life cycle.

4. Primrose is an aggressive plant with floating stems. It is easily recognized by its creeping stems and bright yellow flowers. Primrose will likely first develop in the deeper areas of the pools and spread from there. Once established, it is difficult to control. If the primrose appears, attack it during the low water management years. Unlike other undesirable plants, chemical control is the most effective method of control for primrose.



Water Primrose
(*Ludwigia peploides*)

***Contact WET biologist or WET leader before using ANY herbicides on your wetland.**

FOOD PLOT TIPS

A carefully managed wetland can provide food and shelter resources for a variety of wetland dependent wildlife. The process of plating a food plot will provide a soil disturbance and can help control patches of undesirable vegetation. Example: Consider winter wheat food plots on upper areas of the pools to:

1. Increase waterfowl use at the water's edge by creating mudflat and by reducing heavy vegetation at the water line.
2. Provide green browse for Canada Geese and White-tailed Deer and spring shorebird habitat.
3. Double as a Dove management area the next fall.
4. Assist in controlling woody vegetation that often occurs at or near the waterline.

Soil / Pesticide Interaction Loss Potential and Hazard Rating Report

13500	Celo
50%	SIL Hydro: D
Caldwell County, Missouri:	
MO025	
OM% 2.79	HI Depth: 4

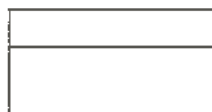
36053	Zook
50%	SIC Hydro: C
Caldwell County, Missouri:	
MO025	
OM% 2.8	HI Depth: 26



2,4-D AMINE
Reg No 1381-103
47.3% 2,4-D, dimethylamine salt

	Loss Potential		Human Hazard	Fish Hazard
	L (w)	H	L	L
Leaching	H	L	L	L
Solution	H	L	L	L
Absorbed:	I		V	

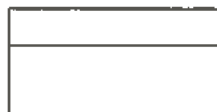
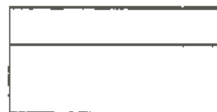
	Loss Potential		Human Hazard	Fish Hazard
	L	H	L	V
Leaching	L	L	L	V
Solution	H	L	L	L
Absorbed:	I		V	



AQUAPRO
Reg No 63719-124
53.8% Glyphosate, isopropylamine salt

	Loss Potential		Human Hazard	Fish Hazard
	L (w)	H	V	L
Leaching	L (w) <td></td> <td>V</td> <td>L</td>		V	L
Solution	H		L	L
Absorbed:	H		L	L

	Loss Potential		Human Hazard	Fish Hazard
	V	H	V	V
Leaching	V	V	V	V
Solution	H		L	L
Absorbed:	H		L	L



Soil / Pesticide Interaction Loss Potential and Hazard Rating Report

LEGEND

- X - Extra high
- H - High
- I - Intermediate
- L - Low
- V - Very low

Conditions that affect ratings:

- (none) -- Broadcast application (default); applied to more than 1/2 the field
- b -- Banded application; applied to 1/2 the field or less
- p -- Spot application; applied to 1/10th of the field or less
- (none) -- Surface applied (default); applied to the soil surface
- i -- Soil incorporated; with light tillage or irrigation
- f -- Foliar application; directed spray at nearly full crop/weed canopy
- (none) -- Standard application rate (default); greater than 1/4 lb/acre
- I -- Low rate of application; 1/10 to 1/4 lb/acre
- -- Ultra Low rate of application; 1/10 lb/acre or less
- m -- There are surface connected macropores (cracks) that go at least 24 inches deep.
- w -- The high water table comes within 24" of the surface during the growing season.
- s -- The field slope is greater than 15%.
- <none> -- Default condition for all climates that have rainfall/irrigation after pesticide application
- <dry> -- Exception for arid climates that have a low probability of rainfall and no irrigation after pesticide application

SPSP II I-Ratings:

- Leaching -- Salt / Pesticide Interaction Leaching Potential
- Solution -- Salt / Pesticide Interaction Solution Runoff Potential
- Absorbed -- Salt / Pesticide Interaction Adsorbed Runoff Potential

Pesticide Active Ingredient Rating Report

Active Ingredient Common Name	pH	Solubility in Water (ppm)	Half Life (days)	KOC (mL/g)	Human Toxicity (ppb)	Fish Toxicity MATIC ¹ STV (ppb)	SPISP II Pesticide Ratings		Exposure Adjusted Toxicity Category		
							Leaching Potential	Runoff Potential	Water Toxicity	Soil Toxicity	Sediment Toxicity

2,4-D AMINE

47.3% 2,4-D, dimethylamine salt

Reg No: 00138100103
 PC Code: 796000 10 20 70.00 22,037.00 440,740.00 I I L L V V
 Method: Surface Applied
 Area: Broadcast
 Rate: Standard

AQUAPRO

53.0% Glyphosate, Isopropylamine salt

Reg No: 06271900324
 PC Code: 990000 47 24000 700.00 168.00 4,032,000.00 V H H V L V
 Method: Surface Applied
 Area: Broadcast
 Rate: Standard

LEGEND

- X - eXtra high
 - H - High
 - I - Intermediate
 - L - Low
 - V - Very low
- Conditions that affect ratings:
- (none) - Broadcast application (default); applied to more than 1/2 the field
 - b - Banded application; applied to 1/2 the field or less
 - p - Spot application; applied to 1/10 of the field or less
- (none) - Surface applied (default); applied to the soil surface
- i - Soil incorporated; with light tillage or irrigation
 - f - Foliar application; directed spray at nearly full crop/weed canopy
- (none) - Standard application rate (default); greater than 1/4 lb/acre
- l - Low rate of application: 1/10 to 1/4 lb/acre
 - - Ultra Low rate of application: 1/10 lb/acre or less
- SPISP II P-Ratings:
- Leaching - Pesticide Leaching Potential
 - Runoff - Solution - Pesticide Solution Runoff Potential
 - Runoff - Adsorbed - Pesticide Adsorbed Runoff Potential

Soil Sensitivity to Pesticide Loss Rating Report

Caldwell County, Missouri: MO025

Musys	Seq	%	Name	Texture	Hydro	Kfactor	Depth	OM%	Leaching	Runoff	
									Solution	Adsorbed	
13506	1	90	Colo	SL	D	0.37	4	2.79	H (w)	H H	
Slope greater than 15% False Cracks (macropores) deeper than 24" False High Water Table within 24" True											
36053	1	90	Zook	SIC	C	0.32	26	2.8	L	H H	
Slope greater than 15% False Cracks (macropores) deeper than 24" False High Water Table within 24" False											

LEGEND

- H - High
 - I - Intermediate
 - L - Low
 - V - Very Low
- Conditions that affect ratings:
- m - There are surface connected macropores (cracks) that go at least 24 inches deep.
 - w - The high water table comes within 24" of the surface during the growing season.
 - s - The field slope is greater than 15%.
- SPISP II Soil Ratings:
- Leaching - Soil Leaching Potential
 - Runoff - Solution - Soil Solution Runoff Potential
 - Runoff - Adsorbed - Soil Adsorbed Runoff Potential



Missouri Bulletin: 440-21-2

Date: October 2, 2020

Subject: PGM: Agricultural Conservation Easement Program Wetlands Reserve Easements (ACEP-WRE)

Purpose. To provide guidance for the placement of acceptable hunting blinds and observational platforms, walkways, kiosks for educational purposes and temporary camping facilities on existing ACEP-WRE easements in Missouri.

Expiration Date. September 30, 2021.

Background. Structures present or requested to be established on ACEP-WRE with and without Natural Resources Conservation Service's (NRCS) authorization must meet the requirements as set in Title 440 of the Conservation Programs Manual (CPM), Part 528, ACEP-WRE and described in the 2017 version of the ACEP-WRE Warranty Easement Deed. Below are excerpts from the Title 440, CPM, Part 528, that describe structure types and better clarifies ACEP-WRE policies concerning their use on these easements:

1. Hunting blinds that meet the criteria of "undeveloped recreational uses" that are "Non-Permanent" in Missouri will not require a Compatible Use Authorization (CUA).
2. Hunting blinds that meet the criteria of "undeveloped recreational uses" that are "Semi-Permanent" in Missouri will require a CUA.
3. Structures used in conjunction with "educational" purposes involving observational platforms, walkways, and kiosks may require a CUA.
4. Temporary camping facilities that are seasonal or temporal during the year and in conjunction with certain recreational activities as desired by the landowner of the NRCS easement may require a CUA.

Explanation. The following items are the guidelines to follow within Missouri as per the Title 440 CPM, Part 528, and as outlined in the 2017 version of the ACEP-WRE Warranty Easement Deed.

Hunting Blinds will be allowed on easements that are either "Non-Permanent" or "Semi-Permanent" as determined by NRCS. Electric lines may cross the easement to the blind as a power source but must be buried and marked by post/sign ("Electric Line") and the line will be installed with "Locator Wire" in accordance with the standards and specifications as set by the Farmers Electric Cooperative. The establishment of the buried power line will be by CUA. Final location of the power line will be approved by NRCS. A shut off box will be located off the easement to disable the flow of electricity to assure safe conditions when and if construction or repairs are pending or ongoing. Portable generators are allowed but will be removed at the culmination of the hunting season.

The following are descriptions of acceptable structures:

1. Waterfowl Hunting Blinds:
 - a. Non-Permanent waterfowl hunting blinds may be constructed from wood, fiberglass, or metal materials. The structure will accommodate no more than four people, are temporary, non-permanent and can be easily assembled and disassembled and moved without heavy equipment. Waterfowl hunting blinds are restricted to one blind per pooled area, or if pool is larger than 40 acres, no more than one blind per 40 acres of pool area. The structure will not exceed 80 square feet and not exceed the height of 8 feet if located above the ground. These structures are not subject to the CUA process. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.

DIST: E

- b. Semi-Permanent waterfowl hunting blinds can be constructed from wood, concrete, fiberglass, or metal materials. The structure will not exceed 80 square feet and not exceed the height of 8 feet if located above ground. The structure can be buried or built as an "up-right blind". It may be placed within the easement area except on constructed levees. Blinds buried in "habitat mounds" shall be no taller in elevation than 1 foot above full pool. Structures may require heavy equipment to remove and shall be removed from the easement area with minimal ground disturbance. Waterfowl hunting blinds are restricted to one blind per pooled area, or if pool is larger than 40 acres, no more than one blind per 40 acres of pool area. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.
- c. Missouri requested a waiver to the 80 square feet part of the 2014 ACEP-WRE Farm Bill policy. On March 8, 2017, the NRCS Environmental Protection Division granted this waiver (see attached) for any blinds that were approved either by CUA or fell within the state generated "Structure Policy" as exhibited in State Bulletin MO-440-14-1 (see attached). These blinds would continue to be utilized until such time when maintenance of the structure is required and at that time the structure will be replaced with one that complies with those parameters stated above in sections a and b or be removed entirely. The following parameters for these blinds are as follows:

- 1) Blinds of wooden, concrete, metal, or fiberglass construction.
- 2) In most cases has a roof of similar or wooden materials.
- 3) In most cases has blind flaps of metal, PVC, or wooden material.
- 4) Buried or elevated while blind will not exceed 8 feet in height.
- 5) Dimensions not to exceed 180 square feet (typical 15' x 12').
- 6) Typically to accommodate four persons and one to two dogs comfortably and safely.

The following will be uploaded in National Easement Staging Tool (NEST):

- 1) The memorandum requesting the waiver to the NEST agreement record with a document type of 'ACEP-WRE Agreement Exemption Waiver.'
 - 2) This waiver with a document type of 'ACEP-WRE Policy Waiver.'
 - 3) A 'Memo to the File' with the reason why the ACEP-WRE Policy Waiver was requested, including the agreement number and a brief description of the situation.
 - d. The use of natural vegetation as blind material is encouraged; however, removing existing stands of vegetation (wood and/or herbaceous) to the point that the vegetative community is severely depleted or damaged, is not permitted.
2. Deer Hunting Blinds:
 - a. Non-permanent deer blinds are limited to ground, stilt, and tree stands (with no damage to trees) as well as blinds that are mobile (on wheels or trailer) which includes commercial and/or homemade. The structure will accommodate no more than four people, are temporary, non-permanent and can be easily assembled and disassembled, and moved without heavy equipment. The structure will not exceed 80 square feet and the blind portion of the structure will not exceed the height of 8 feet if located above the ground or structurally elevated. These structures are not subject to the CUA process. There are no limitations on the number of temporary stands on a per acre basis. Additional blinds may be allowed via the CUA process, but at the discretion of NRCS.
 - b. Semi-permanent deer blinds are limited to ground and stilt blinds and are limited to one per 40 acres of easement size. The blind portion of Semi-Permanent stilt blinds will not exceed 80 square feet and the blind portion of the structure will not exceed 8 feet in height if located above ground or structurally elevated and will accommodate no more than four persons. These structures may require heavy equipment to remove with minimal ground disturbance. Any clearing to establish blinds will need an approved CUA before proceeding.
 3. Other Structures and Special Use Areas:
 - a. Boardwalks, observational platforms, kiosks, and other signage are allowed on the easement for educational, research, and interpretive purposes. NRCS will compile a CUA not to exceed 10 years.
 - b. Temporary camping is allowed on the easement area. Camping facilities will be temporary in nature and must be removed before the end of three consecutive months of use.

Camping more than 3 months may be allowed via the CUA process. The use of a gravel pad may be allowed via the CUA process.

Contact. Questions concerning this bulletin should be directed through the appropriate area staff to Chris Hamilton, Assistant State Conservationist-Water Resources/Easements, at (573) 876-9416.



Scott Edwards
State Conservationist

Attachments (2)
Waiver Letter
State Bulletin MO-440-14-1

U.S. Department of Agriculture Natural Resource Conservation Service		NRCS-CIA-52 11/2019	
ENVIRONMENTAL EVALUATION WORKSHEET			
D. Client's Objective(s) (purpose): To manage ACEP-WRE vegetation to maximize wetland wildlife local wildlife and regulatory wildlife benefits and to provide seasonal critical habitat.		A. Client Name: Sky View Financial	
		B. Conservation Plan ID # (as applicable): Program Authority (optional): ACEP-WRE Project	
		C. Identification # (Farm, tract, field # etc. as required): 666424110143Y	
E. Need for Action: Manage various habitats for maximum wildlife benefits and recreational opportunities.	H. Alternatives		
	No Action	Alternative 1	Alternative 2
	<input checked="" type="checkbox"/> If RMB	<input checked="" type="checkbox"/> If RMB	<input checked="" type="checkbox"/> If RMB
	Restored wetland is passively managed	Restored wetland is actively managed with plans and decisions as specified in a CUA for a period NTE 5 years. NRCS will review landowner's performance after that 5 year period for CUA renewal.	
In Section "F" below, analyze, record, and address concerns identified through the Resources Inventory process. (See FOTG Section III - Resource Planning Criteria for guidance).			
F. Resource Concerns and Existing Benchmark Conditions			
(Analyze and record the existing/benchmark conditions for each identified concern)	L. Effects of Alternatives		
	No Action	Alternative 1	Alternative 2
	Amount, Status, Description (Document both short and long term aspects)	Amount, Status, Description (Document both short and long term aspects)	Amount, Status, Description (Document both short and long term aspects)
	<input type="checkbox"/> If does NOT meet PC	<input type="checkbox"/> If does NOT meet PC	<input type="checkbox"/> If does NOT meet PC
Soil health (macro/micro organisms) will continue to derive an average population risk. Carbon sequestration will remain average as expected from passive mgt.	<input type="checkbox"/> NOT meet PC	Dynamic/variable water level mgt as well as pool and non-pool land mgt activities will increase soil health and beneficial soil organisms above anticipated averages. Carbon sequestration increases with proposed pool and non pool mgt.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
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	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
Passive water level management may lead to less diverse pool vegetation with stable water levels and lack of soil disturbance in pool and non pool areas.	<input type="checkbox"/> NOT meet PC	Active water level mgt will lead to a more diverse vegetational response and provide greater habitat base for wetland wildlife seasonally.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC

F. Resource Concerns and Existing Benchmark Conditions (Analyze and record the existing/benchmark conditions for each identified concern)	L. (continued)		
	No Action	Alternative 1	Alternative 2
	Amount, Status, Description (Document both short and long term impacts)	Amount, Status, Description (Document both short and long term impacts)	Amount, Status, Description (Document both short and long term impacts)
	<input type="checkbox"/> If does NOT meet PC	<input type="checkbox"/> If does NOT meet PC	<input type="checkbox"/> If does NOT meet PC
AIR			
No release through identified	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
PLANTS			
Plant structure and composition	Passive mgt may lead to less diverse vegetation base and could create nuisance stands due to static water levels.	Active/variable water level mgt will increase vegetational diversity and provide a richer habitat base annually.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
WILDLIFE			
Winter/Summer or other use	Passive mgt will provide adequate seasonal habitat for migratory/migratory and other upland/forested wildlife annually.	Active managing non pool/upland/forested areas will maximize the habitat base to provide for numerous residential migratory and other terrestrial wildlife annually.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	Passive mgt will provide adequate seasonal habitat for residential migratory and other wetland wildlife annually.	Active managing wetlands/forested forest areas will maximize the habitat base to provide for numerous residential migratory and other wetland wildlife annually.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
ENERGY			
Energy efficiency of equipment and facilities	Passive mgt will require minimum or no energy to maintain but habitat output will meet the anticipated average level.	Active mgt will require significant energy to maintain and manage but the habitat output will exceed greatly the anticipated average level.	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
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	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC
	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC	<input type="checkbox"/> NOT meet PC

Section 7: Special Environmental Concerns

In Section "D" complete and attach Environmental Procedures Guide Sheets for documentation as applicable. Items with a "*" may require a federal permit or consultation/coordination between the lead agency and another government agency. In these cases, effects may need to be determined in consultation with another agency. Planning and practice implementation may proceed for practices not involved in consultation.

D. Special Environmental Concerns (Document existing/benchmark conditions)	J. Impacts to Special Environmental Concerns					
	No Action		Alternative 1		Alternative 2	
	Document all impacts (Attach Guide Sheets as applicable)	if needs further review	Document all impacts (Attach Guide Sheets as applicable)	if needs further review	Document all impacts (Attach Guide Sheets as applicable)	if needs further review
*Clean Air Act Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
*Clean Water Act / Waters of the U.S. Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
*Critical Zone Management Guide Sheet	N/A Not present in FOTG Section II	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Coral Reefs Guide Sheet	N/A Not present in FOTG Section II	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
*Cultural Resources / Historic Properties Guide Sheet <i>Cultural Resources Practice List MD CR-1</i>	No Effect	<input type="checkbox"/>	May effect Certain forms of "understanding" may affect existing Cultural Resources. See CR-1	<input type="checkbox"/>		<input type="checkbox"/>
*Endangered and Threatened Species Guide Sheet	No Effect	<input type="checkbox"/>	May Effect Certain land management activities (tree extraction, small tree removal, etc) may adversely effect.	<input type="checkbox"/>		<input type="checkbox"/>
Environmental Justice Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
*Essential Fish Habitat Guide Sheet	N/A Not present in FOTG Section II	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
Floodplain Management Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
Invasive Species Guide Sheet	May Effect Passive mgt. may allow reduction in plants or vegetation to encroach adjacent areas.	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
*Migratory Birds/Bats and Golden Eagle Protection Act Guide Sheet	No Effect	<input type="checkbox"/>	May Effect Certain land mgt activities in close proximity to nests may adversely effect.	<input type="checkbox"/>		<input type="checkbox"/>
Natural Areas Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
Prime and Unique Farmlands Guide Sheet	No Effect None present	<input type="checkbox"/>	No Effect None present	<input type="checkbox"/>		<input type="checkbox"/>
Recreation Area Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
Scenic Beauty Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>

Wetlands Guide Sheet	No Effect	<input type="checkbox"/>	No Effect	<input type="checkbox"/>		<input type="checkbox"/>
*Wild and Scenic Rivers Guide Sheet	No Effect None present	<input type="checkbox"/>	No Effect None present	<input type="checkbox"/>		<input type="checkbox"/>
K. Other Agencies and Broad Public Concerns	No Action		Alternative 1		Alternative 2	
Assessments: Permitting/Public Review, or Permit Required and Agencies Consulted.	Passive management requires no CUA due to no mgt activities are being pursued		Active mgt. will require a CUA with specific plans and directives to guide landowner in what rights were granted back for a temporal period.			
Cumulative Effects Narrative (Describe the aggregate impacts considered, including land use and forest practices, etc. Mitigation (Record actions to avoid, minimize, and compensate)	No effect		No effect			
L. Mitigation (Record actions to avoid, minimize, and compensate)	Not Applicable		Not Applicable			
M. Preferred Alternative	Preferred alternative	<input type="checkbox"/>	Supporting alternative	<input checked="" type="checkbox"/>		<input type="checkbox"/>
N. Context (Broad context of alternatives analysis) The significance of an action must be analyzed in several contexts such as society as a whole (human, national), the affected region, the affected interests, and the locality.						
O. To the best of your knowledge, the data shown on this form is accurate and complete: In the case where a non-NRCS person (e.g. a TSP) assists with planning they are to sign the first signature block and then NRCS is to sign the second block to verify the information's accuracy.						
Signature (TSP if applicable)		Title		Date		
David Ritchhart		WTL		11-5-2020		
Signature (NRCS)		Title		Date		
If preferred alternative is not a federal action where NRCS has control or responsibility and this NRCS-CPA-52 is shared with someone other than the client then indicate to whom this is being provided.						
The following questions are to be completed by the Responsible Federal Official (RFO).						
NRCS is the RFO if the action is subject to NRCS control and responsibility (e.g., actions financed, funded, assisted, conducted, regulated, or approved by NRCS). These actions do not include situations in which NRCS is only providing technical assistance because NRCS cannot control what the client ultimately does with that assistance and situations where NRCS is making a technical determination (such as Farm Bill HEL or wetland determinations) not involved with the planning process.						
P. Determination of Significance or Extraordinary Circumstances To answer the questions below, consider the severity (intensity) of impacts in the contexts identified above, impacts may be both beneficial and adverse. A significant effect may exist even if the Federal agency believes that on balance the effect will be beneficial. Significance cannot be avoided by timing as action temporary or by breaking it down into small component parts. If you answer ANY of the below questions "yes" then contact the State Environmental Liaison as there may be extraordinary circumstances and significance issues to consider and a site specific NEPA analysis may be required.						
Yes	No					
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Is the preferred alternative expected to cause significant effects on public health or safety?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Is the preferred alternative expected to significantly affect unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	3. Are the effects of the preferred alternative on the quality of the human environment likely to be highly controversial?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	4. Does the preferred alternative have highly uncertain effects or involve unique or unknown risks on the human environment?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Does the preferred alternative establish a precedent for future actions with significant impacts or represent a decision in principle about a future consideration?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Is the preferred alternative known or reasonably expected to have potentially significant environmental impacts to the quality of the human environment either individually or cumulatively over time?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	7. Will the preferred alternative likely have a significant adverse effect on ANY of the special environmental concerns? Use the Evaluation Procedure Guide Sheets to assist in this determination. This includes, but is not limited to, concerns such as cultural or historical resources, endangered and threatened species, environmental justice, wetlands, floodplains, coastal zones, coral reefs, essential fish habitat, wild and scenic rivers, clean air regions areas, natural areas, and invasive species.				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Will the preferred alternative threaten a violation of Federal, State or local law or requirements for the protection of the environment?				

Q. NEPA Compliance Finding (Check one)		Action required
The preferred alternative.		
<input checked="" type="checkbox"/>	It is not a federal action where the agency has acted as required.	Document in 10.1 below. No additional analysis is required.
<input type="checkbox"/>	It is a federal action ALL of which is categorically excluded from further environmental analysis AND there are no extraordinary circumstances as identified in Section 10.	Document in 10.1 below. No additional analysis is required.
<input type="checkbox"/>	It is a federal action that has been sufficiently analyzed in an existing Agency state, regional, or national NEPA document and there are no prohibited significant adverse environmental effects or extraordinary circumstances.	Document in 10.1 below. No additional analysis is required.
<input type="checkbox"/>	It is a federal action that has been sufficiently analyzed in another Federal agency's NEPA document (EA or EIS) that addresses the proposed project's action and its effects, and has been formally adopted by NRECS. NRECS is required to prepare a report on the finding of the Supplemental Report for an EA or Record of Decision for an EIS when reviewing another agency's EA or EIS document. (Note: This box is not applicable to FEA).	Contact the State Environmental Commission for list of NEPA documents formally adopted and available for review. Document in 10.1 below. No additional analysis is required.
<input type="checkbox"/>	It is a federal action that has NOT been sufficiently analyzed or may involve prohibited significant adverse environmental effects or extraordinary circumstances and may require an EA or EIS.	Contact the State Environmental Commission. Further NEPA analysis required.

R. Rationale Supporting the Finding

R.1 Findings Documentation	
R.2 Applicable Categorical Exclusion(s) (more than one may apply)	
7 CFR Part 680 Compliance With NEPA - subject 950.0 Categorical Exclusions states prior to determining that a proposed action is categorically excluded under paragraph (d) of this section, the proposed action must meet six additional criteria. See NECH 616.116.	

I have considered the effects of the alternatives on the Resource Concerns, Economic and Social Considerations, Special Environmental Concerns, and Extraordinary Circumstances as defined by Agency regulation and policy and based on that made the finding indicated above.

S. Signature of Responsible Federal Official:

<u>David Ritchhart</u> Signature	WTL Title	11-5-2020 Date
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Additional notes



STATE OF MISSOURI)
COUNTY OF CALDWELL) ss.
Instrument Recorded on 04/03/2012 at 10:50 AM
Doc #15821 Fees: \$33.00
Book 104 Page 3964
Julie Hill, Recorder of Deeds

Julie Hill
Kathy Kyser, Chief Deputy Recorder
Shirley Treason/Elaine Gasteau, Deputy Recorders

Caldwell

(Space Above this Line for Recording Data) ④

TITLE OF DOCUMENT: Access Easement
Contract #666424110143Y

DATE OF DOCUMENT:

GRANTOR(s): Sky View Financial, Inc., an Iowa Corporation

GRANTEE(s): The United States of America

Mailing Address(s): USDA-NRCS, Parkade Plaza, Suite 250
601 Business Loop, 70W
Columbia, MO 65203

LEGAL DESCRIPTION: See Exhibit A & B

REFERENCE BOOK and PAGE(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

ACCESS EASEMENT

THIS EASEMENT DEED is made by and between Sky View Financial, Inc., an Iowa Corporation of 3190 Morman Trail, Ellston, Iowa 50074 (hereafter referred to as the "Landowner"), the Grantor(s), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250 (hereafter referred to as the "United States"), the Grantee. The acquiring entity of the United States is the Natural Resources Conservation Service.

Purpose and authority: Pursuant to 7 U.S.C. § 428a, the United States is acquiring this easement for ingress and egress over the Landowner's property for access to appurtenant or adjacent Federally-owned interests in land, legally described in Exhibit A, attached hereto and incorporated herein by reference. Such interests may include lands, waters, and interest therein acquired for purposes of the Wetlands Reserve Program (16 U.S.C. 3837 et seq.).

FOR AND IN CONSIDERATION Of the sum of one dollar (\$1.00), the Landowner hereby grants to the UNITED STATES OF AMERICA and its assigns, a perpetual easement for ingress and egress over the Landowner's property as described in Exhibit B, which is attached to and made a part of this easement deed.

Terms and Conditions:

1. As used in this easement, the terms "Landowner", shall also refer to the Landowner's heirs, successors, lessees, agents, and assigns.
2. The United States and its assigns may utilize vehicles and other reasonable modes of transportation for access purposes.
3. The Landowner, with the concurrence of the United States, may relocate the access route provided that such relocated access route sufficiently provides reasonable access for the United States to adjacent or appurtenant Federally-owned property interests. Any additional costs of the development and use of such relocated access routes shall be borne by the Landowner.
4. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity, and shall bind the Landowner and any person claiming under the Landowner.
5. This easement is for utilization by the United States and its assigns for administrative purposes only, and does not provide a right of public access.

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 29th day of March, 2012.

Landowner(s): *Wendell J. Sollars*
Wendell J. Sollars, President of Sky View Financial, Inc.

ACKNOWLEDGMENT

COUNTY OF Adair

STATE OF Missouri

ON THIS 29th day of March, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wendell J. Sollars, President of Sky View Financial, Inc., to me personally known, who being be me duly sworn did say that he is the President of the Grantor Corporation in the foregoing deed, and that the seal thereto affixed is the Corporate Seal of said Corporation and that said deed was signed and sealed in behalf of Corporation and the said deed was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said he acknowledged said deed to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL SUBSCRIBED AND AFFIXED in said County and State, the day and year in this certificate above written.



Rose Ann Sullenger
Notary Public for the State of Missouri
Residing at Gallatin Mo. 64640
My Commission Expires July 6, 2013

LEGAL DESCRIPTION

Landowner: Sky View Financial, Inc., an Iowa Corporation
County: Caldwell County, Missouri
WRP Contract #: 666424110143Y

EXHIBIT A

WRP Easement Description from survey:

That portion of the SE1/4 of Section 5, Township 56 North of the Base Line, Range 26 West of the Fifth Principal Meridian, Caldwell County, Missouri, being described as follows:
Commencing at the S1/4 Corner of said Section 5; thence S89°19'22"E along the south line of said SE1/4, 260.25 feet; thence N12°52'44"E, 133.00 feet to the Point of Beginning of the land herein described; thence continuing N12°52'44"E, 1318.19 feet; thence N46°31'40"E, 420.88 feet; thence N65°24'23"E, 773.88 feet; thence N39°54'48"E, 692.05 feet; thence S89°17'05"E, 545.66 feet; thence S00°53'22"E, 200.00 feet; thence N89°06'38"E, 70.00 feet; thence S00°53'22"E, 2320.45 feet; thence N89°19'22"W, 2224.32 feet; thence N00°40'38"E, 70.00 feet; thence N89°19'22"W, 178.38 feet to the Point of Beginning. Said contains 103.77 acres and is subject to all easements, restrictions, reservations and rights-of-way of record, if any. **End of Description.**

EXHIBIT B

Unlimited Ingress and Egress Access to easement area from NE Catawba Road:

That portion of the SE1/4 of Section 5, Township 56 North of the Base Line, Range 26 West of the Fifth Principal Meridian, Caldwell County, Missouri, being described as follows:
Commencing at the E1/4 Corner of said Section 5; thence S00°53'22"E along the east line of said SE1/4, 269.24 feet; thence S89°06'38"W, 30.00 feet to a point on the west right-of-way line of NE Catawba Road, and to the Point of Beginning of the land herein described; thence continuing S89°06'38"W, 30.00 feet; thence S00°53'22"E, 30.00 feet; thence N89°06'38"E, 30.00 feet to said right-of-way line; thence N00°53'22"W along said right-of-way line, 30.00 feet to the Point of Beginning. **End of Description.**

October 3, 2011
Thomas G. Sisco, PLS



STATE OF MISSOURI)
COUNTY OF CALDWELL) SS.
Instrument Recorded on 04/03/2012 at 10:48 AM
Doc #45820 Fees: \$50.00
Book 195 Page 2100
Julia Hill, Recorder of Deeds

Julia Hill

Kathy Kyser, Chief Deputy Recorder
Sheila Crayson, Elaine Gastineau, Deputy Recorders

Caldwell

_____(Space Above this Line for Recording Data)_____

13

**TITLE OF DOCUMENT: Warranty Easement Deed
Contract #666424110143Y**

DATE OF DOCUMENT:

GRANTOR(s): Sky View Financial, Inc., an Iowa Corporation

GRANTEE(s): The United States of America

**Mailing Address(s): USDA-NRCS, Parkade Plaza, Suite 250
601 Business Loop, 70W
Columbia, MO 65203**

LEGAL DESCRIPTION: See Exhibit A & B

REFERENCE BOOK and PAGE(s):

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)

WARRANTY EASEMENT DEED IN PERPETUITY

WETLANDS RESERVE PROGRAM EASEMENT NO. 666424110143Y

THIS WARRANTY EASEMENT DEED is made by and between Sky View Financial, Inc., an Iowa Corporation of 3190 Morman Trail, Ellston, Iowa 50074 (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 Two Hundred Thirty-Two Thousand, Two Hundred Thirty-One Dollars and Seventy-Four Cents (\$232,231.74), the Grantor(s), hereby grants and conveys with general warranty of title to the 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 EXHIBIT A which is appended to and made a part of this easement deed.

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 B 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.
- 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.

- 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.

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.
- 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. Right 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 EXHIBIT B.
- 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 or 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 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 land subject to the easement conveyed in this deed and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to refrain from any activity that is inconsistent with the purpose of this easement deed.

Dated this 29th day of March, 2012.

Landowner(s) *Wendell J. Sollars*
Wendell J. Sollars, President of Sky View Financial, Inc.

ACKNOWLEDGMENT

COUNTY OF Daviess

STATE OF Missouri

ON THIS 29th day of March, 2012, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wendell J. Sollars, President of Sky View Financial, Inc., to me personally known, who being by me duly sworn did say that he is the President of the Grantor Corporation in the foregoing deed, and that the seal thereto affixed is the Corporate Seal of said Corporation and that said deed was signed and sealed in behalf of Corporation and the said deed was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said he acknowledged said deed to be the free act and deed of said corporation.

WITNESS MY HAND AND NOTARIAL SEAL SUBSCRIBED AND AFFIXED in said County and State, the day and year in this certificate above written.

Rose Ann Sulenger

Notary Public for the State of Missouri

Residing at Callahan Mo. 64640

My Commission Expires July 6, 2013



ACCEPTANCE BY GRANTEE:

I Harold L. Deckerd (name), Assistant State Conservationists (WR) (title), being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Conservation Easement Deed with respect to the rights and duties of the United States of America, Grantee.

Dated this 30th day of March, 2012

Harold L. Deckerd Signature

ACKNOWLEDGMENT

STATE OF Missouri

COUNTY OF Boone

On this 30th day of March, 2012, before me, the undersigned, a Notary Public in and for said State personally appeared Harold L. Deckerd, know or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

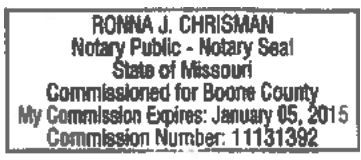
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Ronna J. Chrisman

Notary Public for the State of Missouri

Residing at Columbia

My Commission Expires January 5, 2015



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.

Legal Description

Landowner: Sky View Financial, Inc., an Iowa Corporation
County: Caldwell County, Missouri
WRP Contract #: 666424110143Y

EXHIBIT A

WRP Easement Description from survey:

That portion of the SE1/4 of Section 5, Township 56 North of the Base Line, Range 26 West of the Fifth Principal Meridian, Caldwell County, Missouri, being described as follows: Commencing at the S1/4 Corner of said Section 5; thence S89°19'22"E along the south line of said SE1/4, 260.25 feet; thence N12°52'44"E, 133.00 feet to the Point of Beginning of the land herein described; thence continuing N12°52'44"E, 1318.19 feet; thence N46°31'40"E, 420.88 feet; thence N65°24'23"E, 773.88 feet; thence N39°54'48"E, 692.05 feet; thence S89°17'05"E, 545.66 feet; thence S00°53'22"E, 200.00 feet; thence N89°06'38"E, 70.00 feet; thence S00°53'22"E, 2320.45 feet; thence N89°19'22"W, 2224.32 feet; thence N00°40'38"E, 70.00 feet; thence N89°19'22"W, 178.38 feet to the Point of Beginning. Said contains 103.77 acres and is subject to all easements, restrictions, reservations and rights-of-way of record, if any. **End of Description.**

EXHIBIT B

Unlimited Ingress and Egress Access to easement area from NE Catawba Road:

That portion of the SE1/4 of Section 5, Township 56 North of the Base Line, Range 26 West of the Fifth Principal Meridian, Caldwell County, Missouri, being described as follows: Commencing at the E1/4 Corner of said Section 5; thence S00°53'22"E along the east line of said SE1/4, 269.24 feet; thence S89°06'38"W, 30.00 feet to a point on the west right-of-way line of NE Catawba Road, and to the Point of Beginning of the land herein described; thence continuing S89°06'38"W, 30.00 feet; thence S00°53'22"E, 30.00 feet; thence N89°06'38"E, 30.00 feet to said right-of-way line; thence N00°53'22"W along said right-of-way line, 30.00 feet to the Point of Beginning. **End of Description.**

October 3, 2011
Thomas G. Sisco, PLS

Landowner: Sky View Financial, Inc., and Iowa Corporation
County: Caldwell County, Missouri
WRP Contract #: 666424110143Y

EXHIBIT C

No provisions for this exhibit.

EXHIBIT D

No provisions for this exhibit.

Wetlands Reserve Program
 Planned Restoration
 Sky View Financial, Inc., c/o Wendell J. Sollars
 Caldwell County, Missouri
 S5, T56N, R26W
 Scale: 1"=500'
 111.0 acres m/l



Field	Acres	Planned Habitat
1	21.3	Nat. Regen. Herbaceous (W-P-EM-2-Ch)
	3.5	Spoil w/Prairie Cordgrass (W-P-EM-1-Bhp)
	8.4	Nat. Regen. Wet Prairie (W-P-EM-1-Czn)
	0.5	Existing Upland Woods (Up-U-WO-1-Zzz)
2	11.6	Nat. Regen. Herbaceous (W-P-EM-2-Ch)
	2.0	Spoil w/Prairie Cordgrass (W-P-EM-1-Bhp)
	5.9	Nat. Regen. Wet Prairie (W-P-EM-1-Czn)
3	40.6	Nat. Regen. Herbaceous (W-P-EM-2-Ch)
	6.0	Spoil w/Prairie Cordgrass (W-P-EM-1-Bhp)
	7.0	Nat. Regen. Wet Prairie (W-P-EM-1-Czn)
4	4.2	Existing Wetland/Ditch (W-P-SS-1-Cd)

Legend

practice_points
 <all other values>

DESCRIP

- Planned WCS
- Existing Well

practice_lines

<all other values>

DESCRIP

- Existing Levee
- Planned Levee

practice_polygon

<all other values>

DESCRIP

- Adjacent Spoil w/Grass
- Adjacent Spoil w/Trees
- Creative Borrow
- Spoil w/Grass
- Spoil w/Trees
- Easement Boundary

planned_habitats

DESCRIP

- Existing Bottomland Timber
- Existing Sedge Meadow
- Natural Regen Herbaceous
- Natural Regen Timber
- Wet Prairie



S2, D2

S3, D3

WRP Plan Map

Date: 5/6/2015

Customer(s): SKY VIEW FINANCIAL INC
#666424110143Y

Agency: USDA - NRCS
Assisted By: DAVID RITCHHART

Approximate Acres: 103.7

Legal Description: S5-T56-R26

