

Prepared By U.S.D.A. N.R.C.S.
EASEMENT

COMPUTER
RECORDED
COMPARED _____

RECS 20th
AUD \$
R.M.F. \$

For one dollar (\$1.00) and other valuable consideration received,

David E. Riskey
(Name) or
Dicki C. Riskey
(Name)

(Address)
2901 Perm Rd Truro Ia 50257
(Address)

Grantor
does hereby grant to

Dennis Phillips
(Name)

2843 Perm Rd, Perm, Ia
(Address)

(Name)

(Address)

Grantee, a perpetual easement as described below, upon those parts of the following described land located in the
Watershed in the County of Madison, State of Iowa:
SW 1/4 of SE 1/4 of SE 1/4 sec. 7 T 74 R 26

The 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:

The easement granted is perpetual, shall run with the land and shall be binding upon the successors or assigns of both the Grantor and the Grantee. The easement includes the following terms:

1. The Grantee is granted a right to survey, plan, construct, operate, maintain, and inspect the works of improvement and soil conservation measures as shown on the attached land rights map dated July 17, 2000 and hereby incorporated by reference. The structure has been numbered 1. The parties understand that the land rights map is not a certified survey, that it is attached solely for the purpose of describing the intended project, and not as an engineering of land surveying document, and that minor changes in the project may be made at the time of construction. The grantee without amendment to this easement may locate the structure anywhere within feet of the location shown on the attached land rights map and may make the final elevation of the structure up to feet higher or up to feet lower than shown on the attached land rights map. Changes greater than the above shall require the approval of both Grantor and Grantee as evidenced by a recorded amendment.
2. The Grantor shall permit flowage on the land described above of water in, over, ~~upon~~ through, or below such structures and the Grantee shall be permitted access to the land described above to maintain such flowage.
3. The Grantee shall have a perpetual right to permanently or temporarily inundate the land described above with waters impounded by or released from the structures as shown by the attached land rights map.
4. The rights granted by this easement shall terminate at any time when mutually agreed upon by the Grantor and Grantee; or when Grantee notifies the Grantor that it no longer intends to exercise any rights under this easement; or if construction operations in the Dennis Phillips Watershed do not begin on or before August, 2000.
5. For the purposes stated in this easement, Grantee or its authorized agents shall have the right of ingress and egress at any time and at locations as determined by the Grantee upon the above described land.
6. The Grantor reserves the right to use said land or any part thereof, provided such use does not interfere with the enjoyment by the Grantee of the easement herein conveyed.
7. The Grantor shall not alter or permit alteration of any improvement installed under the terms of this easement without prior approval of the Grantee. The Grantor shall restore to the original specifications any improvement which the Grantor, without the approval of the Grantee, has altered or permitted to be altered.
8. The 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.
9. The Grantee shall give at least ten days' written notice to the Grantor of the date when invitations for bids for construction will be released. The Grantor may salvage crops, fences, bridges, culverts or other items until the end of this ten-day period, but no later unless special arrangements are made to extend the ten-day period and such special arrangements are included in the invitation for bids.
10. The Grantee shall remove and dispose of trees and similar materials, fences, bridges and culverts as are necessary for construction operations. If the Grantor desires to salvage any or all of the above items or any other item, such salvage must be completed at the expense of the Grantor before the date of the release of invitations to bid, unless special arrangements are made, as provided under (9) above. Any item to be removed for construction which is not salvaged by the Grantor within the time provided in (9) above, and for which no special arrangements have been made, may be salvaged by the Grantee's contractor. The Grantor shall have no rights to such salvaged items or the proceeds from their sale.

STATE OF IOWA, SS
MADISON COUNTY, IA
Inst: No 5372
Book 142 Page 804
Filed for Record this 21st day of August 2000 at 12:01 P.M.
Recording Fee \$ 21.00
Michelle Ustler, Recorder, By Debra Smith Deputy

- 11. The Grantor shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; shall not construct any fences upon, across or through the area of construction operations until planned improvements, including establishment of grass stands, have been completely installed or constructed; or in any manner hinder construction operations.
- 12. The Grantee shall, as far as practicable, restore the ingress-egress route used during construction operations to the condition before operations began.
- 13. The Grantor may re-establish or construct permanent fences or other improvements as he/she determines necessary after planned improvements have been installed. However, such fences or other improvement to be re-established or constructed shall not interfere with the proper functioning of the works of improvement installed. The Grantee shall have authority under this easement to prohibit grazing which it determines to be damaging to the structure and may require the Grantor to put in fences necessary to prevent such damaging grazing.
- 14. The Grantee is authorized to employ private contractors who shall enjoy the same privileges and rights under this easement as the Grantee. In accordance with an agreement between the United States and the Grantee, the United States shall enjoy all of the rights and privileges of the Grantee under this easement.
- 15. The undersigned hereby states that he or she has been advised of the right, pursuant to 7 C.F.R. Part 21, to receive an offer of just compensation based on an appraisal of the real property subject to the easement they are donating for the above referenced watershed project. The undersigned further states that he or she understands these rights and knowingly waives the right to receive an offer of just compensation based on an appraisal.

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 9th day of AUGUST, 2000

Vicki C. Rokey
(Signature of Grantor)

Dennis Phyllis
(Signature of Grantor)

STATE OF IOWA }
COUNTY OF MAISON }SS

On this 2 day of AUGUST, 2000, A.D. before me a Notary Public, personally appeared VICKI C. ROKEY & DENNIS PHILLIS known to be the person named in and who executed the foregoing instrument, and acknowledged that THEY executed the same as voluntary act and deed.



Catherine A. Weltha
Notary Public in the State of Iowa

My Commission expires 6/29, 2001

STATE OF IOWA }
COUNTY OF _____ }SS

On this _____ day of _____, 19____, A.D. before me a Notary Public, in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that _____ is _____ of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by its voluntarily executed.

Notary Public in the State of Iowa

My Commission expires _____, 19____

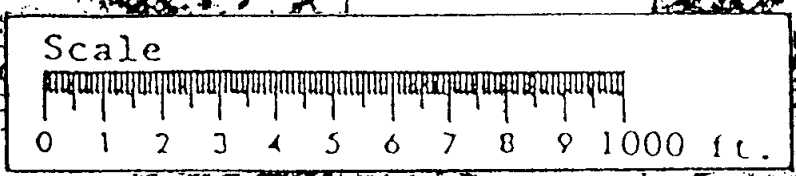
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July 17, 2000

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QUICK FORM
POND DESIGN SUMMARY
Madison Co., SWCD



Client: Dennis Phillips

SE 1/4 Sec 14 Lot # 7 T 74 N, R 26 W.

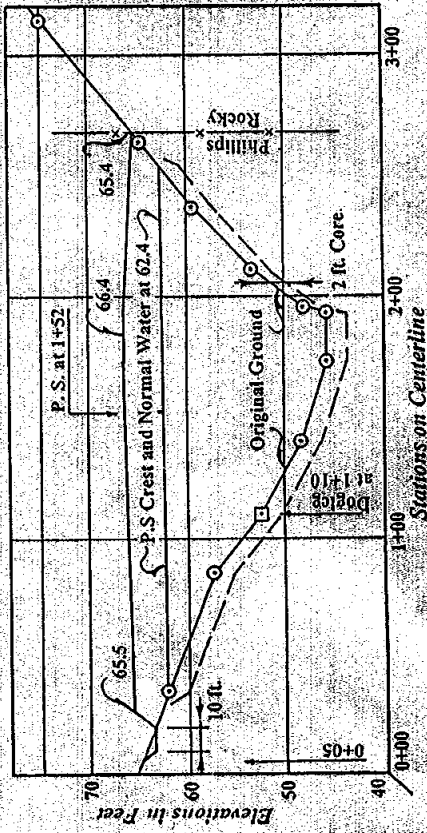
Designed by: C. Peterson . Date: 6/00

Checked by: K. Holcombe . Date: 6/00

Approved by: Chris E. Peterson . Date: 6/00

Profile on Centerline

NOTE: All Elevations Shown Are Constructed Elevations

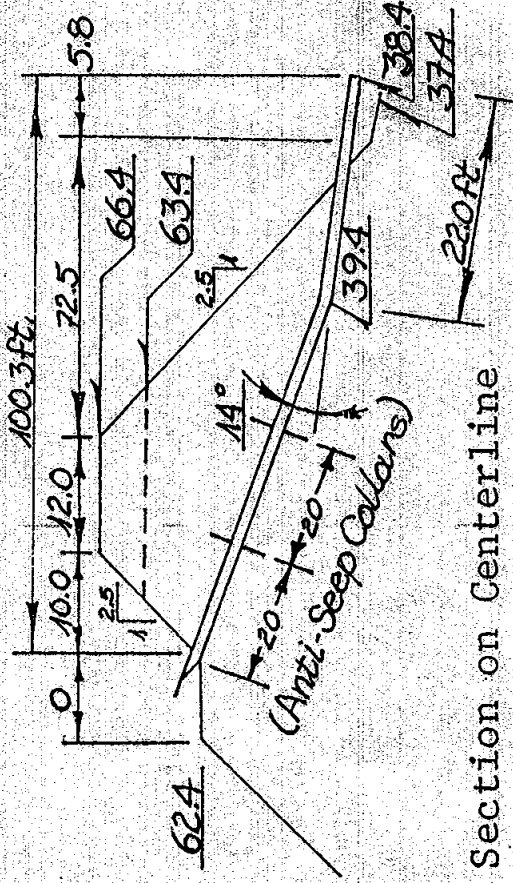


TBM Elev. 5000 ft. Description Spike in dead tree west of E.

Bill of Materials

104 feet of 6 in. diam. HMP or Sch. 40 pipe w/ hood canopy or inlet & apertances to be galvanized copper-steel or PIC
2 ea. anti-seep collars, 60 by 60 in., 1 (one) piece.
Except as shown in "Section on Centerline," the total length may be made up in the section lengths found by the contractor and/or owner to be the most convenient and the most economical.

7,029 total yards, including: Main : % Settle, ;
 w. Berm, ; Core ; 25 ' Long Dike, ; Stripping, ;



Section on Centerline

P2 Design, Job Class III, Design Data: D. A., 7 ac., S. A., 0.7 ac., RCN, 78, Stage: 10 ft.

The Emergency Spillway is 10 ft. wide with a 30 ft. long level control section with 3:1 sideslopes and 1-6 % exit channel grade.

The Core Trench has a minimum 8 ft. wide bottom and 1:1 sideslopes or flatter.

The Emergency Spillway Dike is 25 ft. long with an 8 ft. wide top and 3:1 front- and 2 1/2:1 backslope, 2 ft. high.