

This is an amended easement to correct the legal description on an easement filed October 21, 1988: Filed No. 839, Book 121, Page 365 FILED NO. **2281**
Madison County, Iowa.

BOOK 121 PAGE 432

Fee **89 MAY 19 AM 10:44**
\$10.00

EASEMENT

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
50072

For one dollar (\$1.00) and other valuable consideration received,
Robert P. Hibbs

Earlham, Iowa

(Name)

(Address)

(Name)

(Address)

Grantor,
does hereby grant to

Fred R. Hunter Trust FBO Margaret Hunter Schafer

East Fifth and Locust

Hawkeye Bank & Trust, Trustee
East Fifth and Locust Streets

(Address)
Des Moines, Iowa 50307

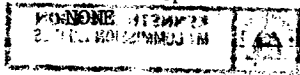
Des Moines, Iowa (Name) 50307

(Address)

Grantee, a perpetual easement as described below, upon those parts of the following described land located in the Bulger Creek Watershed in the County of Madison, State of Iowa

W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, T.77N, R. 28W
Madison County, Iowa
Consisting of 20 Acres, more or less

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 land rights work map dated July, 1988

attached, and hereby incorporated by reference. The structure has been numbered n/a. The parties understand that the land rights work map is not a certified survey, that it is attached solely for the purpose of describing the intended project and not as an engineering or land surveying document, and that minor changes in the project may be made at the time of construction. Material deviations from the land rights work map 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 work 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 Bulger Creek Watershed do not begin on or before September 1, 1989

(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.

(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.

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 29th day of APRIL, 19 89

Robert P. Hibbs
(Signature of Grantor)

(Signature of Grantor)

STATE OF IOWA }
COUNTY OF MADISON } SS.



On this 29 day of APRIL, 19 89, A.D. before me a Notary Public, personally appeared ROBERT P HIBBS, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ voluntary act and deed.



Kenneth C. Wilson
Notary Public in the State of Iowa

My Commission expires 6-2, 19 91

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 it voluntarily executed.

Macl:
Regd. Kopfer
Box 306
201 Lawrence St

Notary Public in the State of Iowa

My Commission expires _____, 19____

CPE-50449