EXHIBIT 3

EASEMENT

For and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, JAY L. MEASE TRUST under Agreement;

Cecil W. Mease, Frances Bobzin and Bankers Trust Company, Trustees
(NAME) (~~ADDRESS~~)

_____ _____, Grantor(s)
(NAME) (~~ADDRESS~~)

does hereby grant, ~~bargain, sell, convey and release unto~~ Mary Brant
(NAME)

of Truro, Iowa
(ADDRESS)

its successors and assigns, Grantee, a permanent and perpetual easement in, over and upon those portions of the following described land situated within the unnamed Watershed, located in the County of Madison, State of Iowa, to-wit:

The Southwest Quarter (¼) of the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Twenty-nine (29, Township Seventy-four (74) North, Range Twenty-six (26) West of the 5th P. M., Madison County, Iowa

Compared

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1981 APR 15 AM 10:36

MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee $6.00

for the purposes as stated under "A" below, and the Grantor(s) covenant(s) that (he, she, they) (is, are) the owner(s) in fee simple of above described lands and that the said lands are free and clear of all incumbrances and liens of whatsoever character except the following:

~~A. For the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by those certain works of improvement which are described and are to be located as follows:~~

Construction of the fence line terrace not to exceed 150 feet east of Grantors' west property line. Grantee to pay 100% of Costs of construction, maintenance, and replace fence as removed.

and for the operation, inspection, and maintenance of said area ~~to be flooded.~~

IND. ✓
REC. ✓
PAGE ✓

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1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto; or the above described lands cease to be used for the purposes stated in this easement; or if construction operations in the watershed area do not begin on or before July, 1981.

2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above described land of the Grantor(s) and any other land of the Grantor(s) adjoining said land.

3. The Grantor(s) reserves the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.

4. The Grantor(s) shall be responsible for written notification to all subsequent tenants, not now on the land or party to this agreement, of the existence of this agreement, and where a copy of the same may be found.

5. The grantor(s) shall maintain all improvements, except those under "A" above in accordance with acceptable conservation methods.

6. The Grantor(s) shall construct temporary fences, as necessary, to protect the area of construction operations from livestock and provide adequate protection to livestock; and 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.

TO HAVE AND TO HOLD the aforesaid easement in, over and upon the above described land of the Grantor(s), with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining, unto the grantee, its successors and assigns, forever.

In Witness Whereof, the Grantor(s) has executed this instrument on the 16 *day of* March 19 81

Jay L. Mease Trust under Agreement dated November 30, 1973
BANKERS TRUST COMPANY, Trustee

Cecil W. Mease (SEAL)
(SIGNATURE OF GRANTOR(S))
Cecil W. Mease, Trustee

Frances Bonzin (SEAL)
(SIGNATURE OF GRANTOR(S))
Frances Bonzin, Trustee

By: Russell Curtis (SEAL)
Russell Curtis, Asst. Vice President

By: Linda K. Coxe (SEAL)
(SIGNATURE OF GRANTOR(S))
Linda K. Coxe, Assistant Secretary

Mary Brant
Mary Brant, Grantee

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF IOWA, Polk County, ss.

On this 16 day of March A. D. 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Russell Curtis and Linda K. Coxe, to me personally known, who, being by me duly sworn, did say that they are the Assistant Vice President and Assistant Secretary respectively, of said corporation executing the within and foregoing instrument; that ~~no seal has been procured by the said~~ (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Russell Curtis and Linda K. Coxe acknowledged the execution of said instrument to be the voluntary act and deed of said corporation and of said fiduciary, by it, by them and as such fiduciary voluntarily executed.

Candise A Rathbun
CANDISE A RATHBUN
Notary Public in and for the State of Iowa
Commission expires 9/30/82

Mail Deed to 50257
Mrs John Brant, Jr.