30-3

EXHIBIT 2
Rev. July 1, 1972

EASEMENT

For and in consideration of One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged,

William C. Radke (Divorcee) (NAME) Rural Route Van Meter, Iowa 50261 (ADDRESS)

Contract purchaser

Harold F. Florer (Single) (NAME) Rural Route #1 Winterset, Iowa 50273 (ADDRESS) Grantor(s)

contract holder

does hereby grant, bargain, sell, convey and release unto Madison County Soil Conservation District

_____ (NAME) of Winterset, Iowa 50273 (ADDRESS)

_____ (NAME) of _____ (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 Badger Creek Watershed, located in the County of Madison, State of Iowa, to wit: Northeast one fourth Section 21 T77N-R26W of the 5th P.M.

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: None

STATE OF IOWA, MADISON COUNTY, ss.
Inst. No. 1638 Filed for Record this 11 day of May 19 82 at 9:00 AM
Book 113 Page 533 Recording Fee $6.00 Mary E. Welty, Recorder, By Shirley L. Henry Deputy

IND. ✓
REC. ✓
PAGE ✓

A. For or in connection with the construction, operation, maintenance and inspection of the following described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored or detained by such works of improvement:
Floodwater retention structure located in the Northeast ¼ of Section 21 T77N-R26W of the 5th P.M.

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 _____, 19____.
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 any present tenant or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be located.
5. The Grantor(s) shall protect all conservation improvements in accordance with acceptable conservation methods.
6. The Grantee shall give at least ten days advance notice to the Grantor(s) of the "Date of invitation to bid" in order that the Grantor(s) may, when desired, salvage crops, fences, bridges, culverts, and make other arrangements as desired.
7. The Grantor(s) shall not permit alteration of any improvement installed by the terms of this easement without prior approval of the Grantee.
8. The Grantee shall remove and dispose of trees and similar materials, fences, bridges and culverts as are necessary for construction operations. If the Grantor(s) desires to salvage any or all of the above items such salvage must be completed at the expense of the Grantor(s) within ten days after the Grantor(s) receives notice of the "Beginning date of construction operations" as provided under 6 above, unless otherwise notified by the Grantee.

9. 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.
10. The Grantor(s) shall re-establish or construct permanent fences as (he, she, they) determine(s) necessary after planned improvements have been installed. However, such fences to be re-established or constructed shall not interfere with or impair the proper functioning of the works of improvement installed.
11. In accordance with an agreement between the Grantee and the United States, the Grantee or the United States is authorized to employ private contractors, the same to act as its agents and representatives and enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences, bridges, culverts or any other installations as necessary for 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 appertainning, unto the grantee, its successors and assigns, forever.

In Witness whereof, the Grantor(s) has executed this instrument on the 23 *day of* August, *19* 76.

William C. Radke *(SEAL)*
(SIGNATURE OF GRANTOR(S))
William C. Radke

(SEAL)
(SIGNATURE OF GRANTOR(S))

Harold F. Florer *(SEAL)*
(SIGNATURE OF GRANTOR(S))
Harold F. Florer

(SEAL)
(SIGNATURE OF GRANTOR(S))

CERTIFICATE OF ACKNOWLEDGMENT

State of Iowa
County of Madison } ss.

On this 24 *day of* August, *19* 76, *A.D., before me, a Notary Public, personally appeared* William C. Radke *and* Harold F. Florer, *to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that* they *executed the same as* their *voluntary act and deed.*

Roxanne Johnston
NOTARY PUBLIC IN AND FOR SAID COUNTY

(NOTARIAL SEAL)

My commission expires: 9/30/79

ROXANNE JOHNSTON
Iowa
NOTARIAL SEAL

CP-B10440 7/72