Deed Record, No. 91, Madison County, Iowa

EIGLAR & CHAMBERS CO. DAVENPORT, IOWA 84101

Charles E. & Dell Tucker
To
Madison Soil Conservation District

#2044

Fee $2.00 V35

Filed for record the 24 day of April A. D. 1961 at 4:09 o'clock P. M.

Mary E. Welty, Recorder

EASEMENT

For and in consideration of One Dollar ($1.00) and other good and valuable considerations the receipt whereof is hereby acknowledged, Charles E. Tucker Winterset, Iowa Dell Tucker Winterset, Iowa (Grantor(s) does hereby grant, bargain, sell, convey and release unto

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Madison Soil Conservation District of Winterset, Iowa 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:

SE¼ Sec. 21, SW¼ NW¼ and W½ SW¼ Sec. 22, T. 77N, R. 26 W.

for the purposes as stated under "A" below; In the event that any of the rights granted under this easement shall cease to be held by an agency or instrumentality of the United States of America or the State of Iowa or any political subdivision thereof, then and in that event the grantors, their successors or assigns, may,by giving thirty (30) days' written notice, terminate the rights granted in this easement, 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

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:

Grade stabilization structure and structural waterway located in SW¼ NW¼ Sec. 22, T 77 N, R 26 W.
Grade stabilization structure W½ SE¼ Sec. 21, T77N, R. 26W.
Grade stabilization structure SE¼ SE¼ Sec. 21, T77N, R 26W.

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 1, 1966.

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 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 found.

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

6. The Grantee shall give at lease ten days advance notice to the Grantor(s) of the "Beginning date of construction operations" 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;

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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 completed 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 construed shall not interfere with or impair the proper functioning of the works of improvement installed.

11. In accordance with an agreement between the District and the United States, the District 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 appertaining, unto the grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor(s) has executed this instrument on the 16 day of February 1961.

Charles E. Tucker (SEAL)
Dell Tucker (SEAL)
Signature of Grantor(s)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF MADISON) SS.

On this 16 day of February, 1961, A.D., before me, a Notary Public, personally appeared Charles E. Tucker and Dell Tucker, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARIAL SEAL

Charles E. Tucker Jr. Notary Public
in and for said County.